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The Montreal Northern Colonization Ry. Co.

THE CHARTER,

PROVINCIAL AND FEDERAL LAWS,

JUDICIAL DECISIONS

AND DIVERS

DOCUMENTS RESPECTING THE COMPANY,

WITH

Contract granted to Messrs. Duncan Macdonald & Co.

MONTREAL:
GAZETTE PRINTING HOUSE, CORNER ST. FRANCOIS XAVIER AND CRAIG STREETS.
1873.

ERRATUM.—Page 80, 1st line, for *third*, read *second*.

38537

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INTRODUCTION.

This pamphlet contains a compilation of the act of incorporation of the Montreal Northern Colonization Railway Company, and of divers statutes which subsequently amended the original charter of that Company, and enlarged the sphere of the works it is authorized to execute.

We have added to these legislative provisions the Quebec Act of 1869, in aid of colonization railways and its different amendments; the two acts granting public lands to this Company, and finally the text of the contract given by the Company to Messrs. Duncan Macdonald & Co., for the building of the first division of that railway, viz.: that which extends from Montreal to Aylmer, with the branch line to St. Jérôme.

The following is a brief summary of the several laws reproduced in these pages:—

The Montreal Northern Colonization Railway Company was incorporated by the Quebec act 32 Victoria, chap. 55. In virtue of that act the Company was authorized only to build a wooden railway, extending from Mile-End, near the city of Montreal, to Grenville, and further towards the city of Ottawa, on one side, and to Rawdon, on the other.

Later by the Quebec act 34 Vic., c. 23, the Company was authorized to continue its line from Grenville to Deep-River, following the north shore of the Ottawa

River. Lastly, by the Canada Act 36 Vict., c. 82, it was authorized to push its line to Lake Nipissing, in the direction of the Canadian Pacific Railway, to Lake Superior and to Georgian Bay. By the effect of this latter law, the Company became a federal enterprise in place of the provincial one it was before, and passed, *ipso facto*, under the control and exclusive jurisdiction of the Federal Parliament, in virtue of the British North America Act 1867, s. 92, ss. 10, § *a*.

In 1868, the Legislature of the Province of Quebec, being desirous of favouring the construction of railways known as *Colonization roads*, passed the act 32 Victoria, c. 52, which grants an annual subsidy of three per cent per $5,000, for every mile of wooden railway built, provided that the road is at least fifteen miles long. This grant, in virtue of a special clause, can be capitalized at the rate of six per cent per annum, and the lieutenant-governor in council is authorized to issue debentures at twenty or thirty years for the amount of such capital, provided that half the length of the railway, or an extent of 25 miles at least, be built and in working order. The said grant represents a sum of about $1,700 per mile, That act required the rails to be of wood, but by the act 33 Vict. c. 35, the Montreal Northern Colonization Railway Company was allowed to use iron rails, wholly or in part.

By act 34 Vict., c. 21, s. 7, this subsidy does no more apply to that part of the railway forming part of the line between Montreal and Aylmer.

The operation of this law restricted at first to the railways built and working at the date of the first of July, 1872, was afterwards extended to the first day of July, 1875, by act 34 Vict., c. 21, s. 12.

It was in 1870, that the provincial government of Quebec inaugurated the enlightened policy of granting

public lands in aid of the railways whose construction might exert some influence on the prosperity of the province. By act 34 Vict., c. 21, a quantity of land averaging 10,000 acres per mile, was granted to the Company for its line from Montreal to Aylmer. This aid was given on condition that the building of this line should begin on the first day of May; 1873; but by the act 36 Vict. c. 42, s. 8, the delay was extended till the first of May, 1874. The public lands allowed by this act are destributed in equal proportions, both as to quality and quantity, to the North Shore Railway Company, and to the Montreal Northern Colonization Railway Company. They are to be taken in four blocks thus situated: block A, in the county of Pontiac; block B, partly in the county of Quebec and partly in the county of Portneuf; block C in the county of Montcalm, and block D, partly in the county of Champlain, and partly in the county of Chicoutimi. These four blocks make a total superficies of 3,203,500 acres; the greater portion of which is covered with virgin forests of very great value.

It may be interesting to cite here what the able Report of the Chief Engineer of the North Shore Railway, dated 20th April, 1872, contained on the value of these lands.

"It has been stated that the lands granted by the Government in aid of the Railway, amount to Two Million acres; and that they are located in four separate Blocks or Parcels, which are particularly described in the Act of Parliament making the grant.

"An examination of the accompanying Map will show the relative position and the quantity of land contained in each Block.

"For convenient reference, the following tabular statement has been prepared, showing the total quantity in each Block; and the undivided portions in each, that will belong to the North Shore Railway Company, when their Railway shall be completed:—

Designation of Block.	Total quantity in Acres.	Undivided portion to the N. S. Railway	OFFICIAL REMARKS.
Block A.....	1,827,400	1,140.875	Pine country.
Block B.....	319,440	199,431	Well timbered.
Block C.....	371,200	231,744	Well timbered.
Block D.....	685,460	427,950	Pine, Spruce and Tamarack.
Total.....	*3,203,500	2,000,000	

"In order to present to the mind some idea of the extent of this land granted, it may not be improper to state, that if the area of 2,000,000 acres were reduced to a parallelogram of one mile in width, it would extend 3,125 miles in length, or more than one *ninth* of the circumference of the earth. If reduced to a square it would be bounded by four equal sides of a little more than 55 miles in length.

"The question as to the *value of timber lands*, not being a strictly engineering one, I trust that I may be pardoned for any unusual degree of awkwardness that may be exhibited in its discussion.

"In ordinary trading parlance, an article of traffic is considered to be worth just what it will bring in market.

"I have heard repeated offers for these lands made to the Company, by responsible parties, of $2 per acre. Hence I conclude that $4,000,000 for the 2,000,000 acres, may safely be regarded as their *minimum* value at the present time.

"I know of several parties of undoubted responsibility and who profess to know much more about these bonds

* This amount has been erroneously printed in the Law as being 3,208,500 acres.

than I, who have not seen, can know of them, who would be very glad to enter into a contract with the Company, and to give satisfactory security, that they will pay $8 per acre for them, on or before the maturity of the railway company's mortgage bonds. Hence I conclude that within the next twenty years, they will be worth at least $6,000,000.

"The Honorable John Young, than whom perhaps no better authority exists, as to the general value of well timbered lands, situated as these are within easy reach of the market, says, in the letter before referred to, which will be found in the Appendix: "From my knowledge of the matter it will be safe to consider that *four dollars* per acre would be a very moderate estimate of their value." And his reasons for this opinion are given with great force.

"I do not understand, however, that the Company has any intention, at the present time, to dispose of these lands; but, on the contrary, that it desires to retain them; and to avail itself of any increased value that time and circumstances may give to them.

"In the mean time it is desirable to know to what extent they, or the credit that may be justly derived from them, may be used with safety, to aid in the construction of the Railway, upon which the grant is predicated by the Government.

"It is a notorious, as well as somewhat melancholy fact, that *first growth, well timbered Pine Lands* are very rapidly disappearing from the face of the earth; and that in sturdy growth of stately trees which now covers them will never be replaced.

"If a map of the World could be dotted with the areas now covered by these forests, they would appear so small when compared with the remaining portion of the Earth's surface, that it would almost require a Microscope to discover them, and yet, but a century or two ago, they undoubtedly occupied much the largest portion of the American Continent. Like the "Red Man of the Forest," they are disappearing before the rapid advances of Civilization, to return, Never—More!!

"Hence it is that the owners of the largest Lumber Manufacturing Establishments, in the United-States and Canada, having millions of dollars invested in the business, are constantly reaching forward into the future, and securing these unoccupied tracks of timber lands, which will become so invaluable to them hereafter.

"The Canadian Government has, for many years past, adopted the policy of granting *Licenses* for cutting and removing the timber from the Forest, and has received a large annual revenue from that source.

"The Commissioner of Crown Lands, in his last Report says, that the revenue derived by the Government from this source during the past four years, has been as follows:

For the year ending					30th June,	1868.....195,115.96
"	"	"	"	"	"	1869.....331,752.12
"	"	"	"	"	"	1870.....362,868.02
"	"	"	"	"	"	1871.....406,480.51

"Which shows a ratio of increase, equal to about 25 per cent, annually.

"In a Report more recently furnished by Mr. A. J. Russell, Crown Timber Agent of the Province of Quebec, for the Upper Ottawa District, which embraces the lands in Block "A" before referred to, the following statement appears:

"To exhibit approximately, the rapid increase of the Ottawa lumber trade, I may state, that the revenue from my agency is rapidly increasing. It was but a little over $200,000 annually, ten years ago, while last year it amounted to $565,007,14.

"From the foregoing official statements, it would appear that the Company might, if it should be deemed expedient, to do so, realize a very handsome annual revenue from the timber product of these lands, by granting Licenses in the manner adopted by the Government. But I should very much doubt the policy of doing so, even if the revenue so to be derived would be equal to the annual interest upon its Mortgage Bonds.

"A glance at the Map will show that the numerous

streams which flow through all parts of these lands, and run thence into the Ottawa or St. Lawrence River, afford the most ample facilities, either for manufacturing the lumber on the spot; or for driving the timber and logs to market, previous to being manufactured.

"During the debate in Parliament upon the Act granting the 3,203,500 acres of lands to the North Shore and the Northern Colonization Railways, it was stated by the Premier, and by the Commissioner of Crown Lands, that they constituted the *best timbered lands* at that time unlicensed and owned by the Government; and that no timber had ever been cut from them; and also that these lands are of great value in consequence of the timber upon them, and that they will, if properly administered, enable the Company to construct the Railway, without the aid of subsidies from Municipalities.

"The above lands, together with 1,200,000 acres granted in aid of the railway from Quebec to Lake St. John, amounting to an aggregate of 4,503,500 acres, are the only lands that have been granted by the government, in aid of railways, upon the North side of the Ottawa and St. Lawrence rivers; and it is not probable that any further grants of a similar character will be made in the future.

"It will probably be policy of these railway companies, as it certainly is of the North Shore Railway Company, to mortgage these lands in connection with their railways, in order to procure the means with which to construct their roads; and to keep the timber upon them *intact*, until the maturity of their bonds.

"In the mean time, the great and constantly increasing demands of the lumbering interests of the country, will compel the government to grant licenses for nearly all the available timber lands in the province; so that, at the expiration of twenty years, or at the maturity of the bonds, the timber upon the lands thus held by the railway companies, will command almost any price that may be asked for it.

"It should also be borne in mind, that, after the valuable timber is removed from these lands, by far the

greatest portion of them will be susceptible of cultivation; and that, in all probability, they will bring from one to five dollars per acre, according to quality and location, for that purpose.

"Manufacturing towns and villages will also spring up in the valleys, and along the numerous streams that flow through them; and the extensive water powers which occur so often upon these streams, will eventually be utilized; which, together with the cultivation of the soil, and the raising of stock, will furnish employment to a numerous and hardy population.

"Taking into consideration, therefore, the growing scarcity of valuable pine and other timbered lands, not only throughout the world, but upon the American Continent, and even in the Dominion of Canada, where they were formerly supposed to be almost inexhaustible; the present availability of these lands for the realization of a large and rapidly increasing revenue, by the sale of their timber product; their future value for agricultural, grazing and manufacturing purposes; and the fact, that, after the expiration of twenty years, or at the maturity of the mortgage bonds of the Company, they will be almost the only available timbered lands remaining upon the North side of the St. Lawrence and Ottawa Rivers, I am forced to the conclusion, that their present value to the company should not be estimated at less than $5 per acre; or a total of $10,000,000."

The lands given to the Company by the act 34 Vict. c. 21, make a total of about 1,380,000 acres, at the rate of 10,000 acres per mile of road, the distance between Montreal and Aylmer being estimated at 128 miles.

The line from Aylmer to Deep-River has been subsidized in the same manner by act 36 Vict. c. 42, which allows the Company, for that part of its route, a grant of 10,000 acres of land per mile, or about one million acres, to be taken in the counties of Argenteuil, Ottawa and Pontiac. The condition of the grant is that the road be commenced on the first of January, 1875.

Act 36 Vict. c. 49, cited below, was passed to ratify and confirm definitively all the by-laws voted by different municipalities with the view of aiding the building of the railway, the amount of which had risen at the date of the act, to the considerable sum of $1,274,000. Since then the county of Pontiac adopted a by-law granting $150,000 to the Company, and several other by-laws for less sums have been voted.

The municipal by-laws, ratified by act 36 Vict. c. 49, were all valid and legal; they had all been approved by the Lieutenant-Governor of the Province. Still to give to the debentures, which will be issued to pay the subscription made by these by-laws a greater value, by rendering their legality altogether unquestionable, the Company thought it prudent to demand of the Provincial Legislature a special act which makes them unassailable, and invests them with that strength and value which only a law can enjoy.

The constitutionality of act 36 Vict. c. 49, was attacked before the Privy Council, by a petition for disallowance, addressed to His Excellency the Governor-General. On the sixth day of May, 1873, the Privy Council rendered its decision leaving the provincial law to its own operation, and refusing the disallowance.

It was after these divers legislative measures that the company, on the 24th July, 1873, gave Messrs. Duncan MacDonald and Harry Abbott, the contract for the construction of that part of its line, known under the name of Division No. 1, extending from Montreal to Aylmer with the St. Jerome branch. The contract is reproduced further on with the full specification.

Next year, the Company hopes to be able to give out the contract for the building of Division No. 2 of its line, from Aylmer to Deep-River, and thus make a further step towards the final aim of its unceasing efforts—

the direct communication of the Province of Quebec with the navigable waters of the great western lakes, at Georgian Bay.

E. LEF. DE BELLEFEUILLE,
Secretary and Treasurer.

MONTREAL, 16th September, 1873.

of Quebec
n lakes, at

E,
Treasurer.

THE CHARTER.

32 VICTORIA, CAP. LV.

An act to incorporate The Montreal Northern Colonization Railway Company.

[Assented to 5th April, 1869.]

WHEREAS Robert J. Reekie, Duncan Macdonald, Peter S. Murphy, David Pelletier, Charles J. Coursol, Louis Beaubien, Charles Legge, Godfroi Laviolette, E. Lefebvre de Bellefeuille, have, by their petition, prayed that they, as well as their legal representatives, and such other persons as may, together with them, become shareholders in the said company, be incorporated for the purpose of constructing a railway from the city of Montreal, from or near the place called Mile End, to or in the direction of St. Jerome, in the district of Terrebonne, and further northwards, and as far as the interests of colonization may require, or as it may be deemed useful, and of the working of the said railway when completed; and whereas it is expedient to grant the prayer of the said petition; Therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows: Preambule.

1. The persons above mentioned, together with such other persons as may become shareholders of any share or shares in the company to be created under this act, shall be and are hereby constituted and declared to be a body politic and corporate, by and under the name of "The Montreal Northern Colonization Railway Company," and they shall constitute such corporation, and shall have perpetual succession and a corporate seal, with power to alter and modify the same at their pleasure, and to plead Certain persons incorporated.

and be impleaded, answer and be answered unto, defend and be defended in all courts of justice, to purchase and hold lands and real estate, and also to sell, alienate, exchange or lease such lands and real estate.

Power to construct railway over a certain line.

2. The company is hereby authorized to lay out, and construct, make and finish, run and work a wooden or iron railway, from the place called Mile End, in the Parish of Montreal, near the city of Montreal, with the right of continuing the said railway to the city of Montreal and to the harbor in the municipality of Hochelaga, across the island of Montreal, to or near the village of Sault-au-Récollet; thence across the river des Prairies, or southern branch of the Ottawa, to a point being within one hundred feet above or below the bridge belonging to *Messieurs* Vinet and Company, or by traversing the island known as "Isle Lachapelle" now being the property of Mr. Bazile Piché, over a bridge to be built as hereinbelow mentioned; thence across the Isle Jesus, as far as the river of Mille Isles, to or near the village of Ste. Rose, or St. Eustache, or any intermediate place; from thence across the river of Mille Isles, or north branch of the Ottawa, over a bridge to be erected as hereinafter stated, to the village of St. Jerome, in the district of Terrebonne, with such curve lines or deviations as may be deemed necessary for the purpose of continuing the said railway to or near the village of Ste. Therese, or the village of St. Janvier, or through any other such places as the company shall decide upon laying out the said railway. From the village of St. Jerome the said railway may be continued further northwards, either following the course of the North River, (Rivière du Nord,) so as to have stations at or near the places called St. Sauveur, Ste. Adèle, Ste. Agathe, or through the township of Kilkenney into Rawdon so as to unite with the Lanoraye and Rawdon railway. And for the working of the said railway, it shall be lawful for the said company to use steam-engines or horse-power on part or whole of the said line, and the said company is also hereby empowered to lay

out and construct a double track, on part or the whole of the said railway, if deemed necessary by the directors. And the gauge of the said railway shall be of the breadth to be determined by the directors of the said company; and the building of the said railway may be commenced at such point or points of the main trunk, or the branch lines thereof, as shall be decided upon by the directors of the said company. Description of railway.

By the Canada act 36 Vict. c. 82, s. 4, this clause has been amended by allowing the Company to build its bridge over the *Rivière des Prairies* at any point between the head of the rapids known as the *Rapides du Gros Sault*, or *du Moulin du Crochet*, and the bridge known as the Lachapelle bridge at L'Abord à Plouffe.

3. The said company is also empowered to lay out, construct, make, finish and run branch roads at such point or points from the main line to such places as may be hereafter determined upon through or near St. Eustache, Ste. Scholastique, Lachute, Grenville, and to continue the said railway so as to unite with the Carillon and Grenville railway, under the conditions hereby established for the said main line. And the said railway may be constructed beyond the limits of the district of Terrebonne, towards the city of Ottawa, so as to unite with such other railway as may hereafter be built by "The Canada Central Railway Company," or by any other company duly authorized to construct a railway from the said city of Ottawa towards the city of Montreal. Branch roads.

4. The said company is empowered to take and appropriate, for its stations or depots, where such stations or depots may be required for any of the works, by this act authorized, lands to the extent of twenty acres, without the consent of the proprietor or proprietors thereof, but otherwise subject to the provisions of the Quebec Railway Act, 1869, in that behalf. Land for stations.

5. The company shall have the right to build all such bridges as shall or may be deemed necessary for the said railway, or any of its branch roads, over any part of any river; but the company shall not commence the construction of any bridge over any river or Bridges for the

stream exceeding fifty yards in breadth, at high water, until the plans thereof, and of all the works connected therewith shall have been submitted to the lieutenant-governor in council and by him approved. Provided that nothing herein contained shall be construed to authorize the said company to interfere in any way with the navigation of said rivers; and provided further that public notice shall be given in the *Official Gazette* under the signature of the provincial secretary of the said plans being submitted to the lieutenant-governor in council and that the said plans shall remain deposited in the office of the commissioner of public works for the period of three months before being so approved.

Proviso.

Description of such bridges.

6. None of the bridges to be thus constructed by the company, shall be adapted to the passage of horses, animals, vehicles or passengers except in the trains of the said company, but such bridges shall be so constructed as not to obstruct the navigation of the rivers over which they shall be built, nor to impede the passage of any rafts that may be brought down the said rivers, and the principal arch of the said bridge crossing over the channel, shall not be less than two hundred feet, if the said bridge is not erected at a distance of one hundred feet from the said bridge, and if the bridge to be erected is so erected at a distance of one hundred feet, from the present bridge, the piers to be erected shall correspond with the piers of the bridge now already erected there, with regard to the distance between the piers. Provided always that should it be deemed necessary by the board of trade of the city of Quebec, the company shall be bound and obliged to place sufficient booms on each side of the principal channel to facilitate the passage of rafts under or beneath the main or principal arch, the whole under and in conformity with instructions of the commissioner of public works of this province: and the company after having erected the said bridge in conformity with the plans approved by the lieutenant-governor in council shall not be liable for any damages suffered by rafts or otherwise.

Power to establish a telegraph line.

7. The said company shall also have the right to establish a telegraph line along the whole extent of the said railway, at such places along the said line, and with offices at such places, as shall be determined upon by the directors, and the said telegraph may be used by the public generally, in conformity with the rules and regulations that the company may adopt; the whole subject to the provisions of chapter sixty-six of the consolidated statutes of Canada.

Prosecution and punishment of persons injuring, &c., railway or works.

8. If any person or persons shall wilfully or maliciously, or to the prejudice of the said company, break down, damage or destroy any works, machine, or device to be erected or made by virtue of this act, or do any other wilful act, hurt or mischief, to disturb or prevent the carrying into execution, or completing, supporting or maintaining the said railway or works hereinbefore referred to, every such person or persons so offending may be summoned by the president or any of the officers of the said company to be and appear before any one of the justices of the peace for the district in which such offence shall have been committed, and on proof of such offence to the satisfaction of the said justice, such person or persons shall be adjudged and condemned to pay a fine or penalty not exceeding fifty dollars and costs, which shall be levied in due course of law, and in default of paying such fine and costs within fifteen days after judgment, the person or persons so offending shall be imprisoned in the common gaol of the district within which such offence shall have been committed for a period not exceeding three months.

Form of deeds of sale of lands.

Mode of registration.

9. All deeds and conveyances for lands to be conveyed to the said company for the purposes of this act, shall and may, as far as the title to the said lands or the circumstances of the party making such conveyance will admit, be made in the form given in the schedule of this act marked A, and need not be executed before a notary. And for the due registration of the same, the said company is hereby required to furnish, at its own expense, to the registrar of each county wherein such deeds and conveyances

must be enregistered, a book containing copies of the form given in the said schedule A, one to be printed on each page, leaving the necessary blanks for each case of conveyance, and in such book to enter and register the said deeds upon production thereof, and proof of execution, without any memorial, and to minute such entry on the deed; and the company shall pay the said registrar for so doing the sum of fifty cents and no more; which said enregistration shall be held and deemed to be valid in law,—the provisions of any act for the enregistration of deeds now in force in this province to the contrary notwithstanding.

Capital of the Company.

10. The capital stock of the company shall be half a million of dollars, to be divided into fifty thousand shares of ten dollars each, with the right of increasing the said capital stock to two millions of dollars when deemed advantageous by a majority of the stockholders of the said company. The said capital stock shall be raised by the persons and corporations who may become shareholders in such stock; and the said money so raised shall be applied, in the first place, towards the payment and discharge of all fees, expenses and disbursements for procuring the passing of this act, and for making the surveys, plans and estimates relating to the works hereby authorized, and all the remainder of such money shall be applied towards making, constructing, maintaining and working the said railway and its branch roads, and for no other purpose whatsoever incompatible with this act or the law.

Application thereof.

Certain companies may take shares.

11. All manufacturing companies or other companies carrying on business in whole or in part in the city of Montreal, or at any place within the limits of the counties of Hochelaga, Laval, or the district of Terrebonne, whether incorporated by special or general act, may, by a vote of the shareholders representing at least three-fourths in value of the shares, but not otherwise, subscribe or otherwise purchase and hold any number of shares in the capital stock of the said company, and may divest

themselves thereof by transfer in the form hereinafter provided.

When municipalities may be required to pay their instalments.

12. Whenever any municipality interested in the said railway shall take shares in the said company or lend moneys thereto on mortgage under the terms of the Quebec railway act, 1869, such municipality shall not be bound to pay any instalment required by the directors of the company until the works of the said company shall have been commenced within the limits of the said municipality.

Provisional directors.

13. The said Robert J. Reekie, Duncan Macdonald, Peter S. Murphy David Pelletier, Charles J. Coursol, Louis Beaubien, Charles Legge, Godfroi Laviolette, E. Lefebvre de Bellefeuille, are hereby constituted and appointed the first directors of the company, and until others shall be appointed as hereinafter prescribed, they shall constitute the board of directors of the said company, with power to fill any vacancies that may occur therein, to open stock books and make a call on the shares therein subscribed, to call a meeting of subscribers for the election of directors in the manner hereinafter provided and with all such other powers as, by Quebec Railway act, 1869, and the act thirty-first Victoria chapter twenty-four of the statutes of Quebec, are conferred upon such board of directors.

Meeting for election of first directors.

14. When and so soon as one hundred thousand dollars of the said capital stock shall have been subscribed, the company may enter upon its duties; and it shall be lawful for the said directors, or a majority of them, to call the general meeting of the shareholders at such place and time as they shall think proper, giving at least thirty days' public notice of the same in the *Quebec Official Gazette*, and also a previous notice not less than fifteen days in two newspapers published in the city of Montreal,—one in the French language and the other in the English language,—and at such meeting, such number of the directors as shall be fixed by a by-law of the company shall be elected to act until the annual general meeting, and until their successors shall have been

How corporations may act at such meeting.

appointed; and at each such meeting any municipal or other corporation holding shares in the said company to the amount of five thousand dollars or more, and not being in arrears for any calls on their shares, may act at such election as any other shareholder, and shall be each represented at such meeting by some one person authorized by them for such purposes.

By act 34 Vict., c. 23, s. 8, this clause is amended by striking out all the words after the word "*appointed.*"

Meetings for election of subsequent directors.

15. The annual general meetings shall be held on the first Thursday of June each year after the first meeting hereinabove mentioned, or on such a day and at such place as shall be appointed by any by-law, and at such meeting the shareholders there present shall, in manner hereinafter mentioned, elect such number of directors as shall have been prescribed by the by-laws of the company, which number shall not be less than five nor more than nine, and notice of such annual meeting shall be published one month previously in the *Quebec Official Gazette*, or in any other manner that may be prescribed by the by-laws of the company.

Qualification of directors.

16. No person shall be chosen or appointed director unless he hold, in his own name and right, shares in the capital stock of the said company to the amount of two thousand dollars, and have paid up all calls on such shares.

Quorum of directors.

17. Three of the said directors shall form a *quorum* for the transaction of business; and the said directors shall choose among themselves a president and a vice-president, and may employ one of their number as managing director, who may have a salary to be determined by the board of directors.

Powers of directors.

18. The directors shall have all the powers mentioned in the statute thirty-first Victoria chapter twenty-four, of the Province of Quebec.

Corporations how represented.

19. Municipal corporations subscribing for stock in the capital stock of the said company shall be represented by the mayor and wardens of such corporations for the time being, or by such persons

as may be specially appointed by each municipality, according to a by-law for that purpose.

By act 34 Vic., c. 23, s. 10, this clause is repealed.

Voting.

20. Each shareholder shall be entitled to a number of votes equal to the number of shares he shall have had in his own name at least two weeks prior to the time of voting; provided that no party or parties shall be entitled to vote at the meetings of shareholders who shall not have paid up all the calls due upon his or their stock, at least eighteen hours before the hour appointed for such meeting.

Directors to fix rate of charges.

21. It shall be lawful for the directors of the said company, from time to time, to fix, regulate and receive the tolls and charges to be received for the transmission of property or persons on the said railway, subject always to the approval of the lieutenant-governor in council, and to be published in the *Quebec Official Gazette*.

Detention of goods for non-payment of charges.

22. In case of refusal or neglect to pay the toll or freight due to the said company on any goods, the said company shall have the power to detain the same until payment of such toll or freight be made, and in the meantime such goods shall be at the risk of the owner; and if such goods be of a perishable nature, the said company shall have the right to sell the same forthwith on the certificate of two competent persons establishing the fact of their being so perishable; and if such goods be not of a perishable nature, and shall remain unclaimed for a period of twelve months, it shall be lawful for the said company, after giving one month's notice in two newspapers, one in the French language and the other in the English language, published at or nearest the locality where such goods may be, to dispose of the same by public auction, and to hand over to the owner the produce of such sale if he shall claim the same, after the deduction of the said tolls and freight and of the expenses incident to any such sale.

Sale of perishable goods.

Power to issue promissory notes

23. The said company shall have power to become parties to promissory notes and bills of exchange for sums not less than one hundred dollars; and any such

promissory note made or endorsed, and any such bill of exchange drawn, accepted or endorsed by the president or the vice-president of the company, and countersigned by the secretary and treasurer, and under the authority of a majority of a *quorum* of the directors, shall be binding upon the said company; and every such promissory note or bill of exchange so made, drawn, accepted or endorsed by the president or vice-president of the said company, and countersigned by the secretary and treasurer as such, after the passing of this act, shall be presumed to have been properly made, drawn, accepted or endorsed, as the case may be, for the company, until the contrary be shown; and in no case shall it be necessary to have the seal of the company affixed to any such promissory note or bill of exchange; nor shall the president, vice-president or secretary and treasurer of the company so making, drawing, accepting or endorsing any such promissory note or bill of exchange be thereby subjected individually to any liability whatever.

Without individual liability of persons signing.

Form of debentures.

Hypothec.

Effect of registration thereof.

24. In the borrowing of moneys by way of loan, the debentures of the said company shall and may be in the form contained in the schedule B annexed to this act, or in any other form similar thereto, and need not be before a notary, and shall have the effect of creating a hypothec and mortgage upon the said railway and the lands and property thereof, and the registration at full length of a debenture (without the interest coupons thereto attached) in the said form in the registry office for the counties in which part of the said railway may lie, which said registration for the purposes of this act and of the loan to be made in virtue thereof, shall be held and deemed to be a special registration of the said railway and of all the lands and property thereof, in each county or locality through which such railway may pass or lie, shall perfect the hypothec and mortgage created by such debenture as regards all parties whatsoever, and the debenture and hypothec and mortgage thereby created shall be to all intents and purposes binding upon the said company in favor of the holder

of the debenture, and have the effect of mortgaging and charging all the lands and property of the said company without any other more formal or particular description, but the description in the said schedule B shall be held to comprehend all the lands and tenements of the said company, all wharves and buildings of every nature thereon, and, in short, all the immoveable estate belonging to the said company, including the rails and iron thereto affixed, any law or usage to the contrary notwithstanding.

Cancelling of debentures.

25. If after the registration in the registry office of the said county of a debenture of the said company creating a mortgage and hypothec, such debenture shall be presented at the said registry office with the word *cancelled* and the signature of the president, or other duly authorized director of the said company, or of the secretary and treasurer of the said company, written across the face of the said debenture, the registrar or his deputy, on receiving the fee of twenty-five cents in that behalf, and on proof of the cancellation by the oath of one credible witness, (which oath the registrar or his deputy is hereby authorized to administer,) shall forthwith make an entry in the margin of the register against the registry of such debenture, to the effect that the same has been cancelled, adding to such entry the date thereof and his signature, and thereupon the cancelled debenture shall be filed and remain of record in the said registry office.

Mode of registration.

26. And to facilitate the registration of the debentures of the said company creating a hypothec and mortgage and the cancellation thereof,—be it enacted that they, if they deem proper, may, at their own expense, deposit in the said registry office wherein such their debentures are hereby required to be registered, any number of their printed blank debentures in the form of the said schedule annexed to this act, without its being necessary to add the *coupons* thereto, bound together in a book, and having the pages thereof numbered and signed by the secretary of the company, and thereupon the registrar or his

deputy shall be bound to receive and retain the same as one of the registry books of his office, and to register therein the said debentures of the company instead of registering them in the ordinary registry books of the office, receiving for the registration of each such debenture a fee of twenty-five cents and no more; any ordinance or law to the contrary notwithstanding.

Intersecting or joining with other railways.

27. It may and shall be lawful for the said company to cross, intersect, join and unite their railway with any other railway, at any point on its route, and upon the lands of such railway, with the necessary conveniences for the purpose of such connection, and the owners of both railways may unite in forming such intersection and in granting the facilities therefor; and in case of disagreement upon the amount of compensation to be made therefor, or upon the point or manner of such crossing and connection, the same shall be determined by arbitrators to be appointed by one of the judges of the Superior Court for the Province of Quebec.

Agreements with other railways for mutual use of property, track, &c.

28. It shall be lawful for the said company to enter into any agreement with any other railway company in this province, for leasing the said railway or any part thereof, or the use thereof, at any time or times to such other company, or for leasing or hiring out to such other company any locomotives, cars, carriages, tenders or other moveable property of the said company, either altogether or for any time or times, or occasions, for leasing or hiring from such other company any locomotives, cars, carriages, tenders or other moveable property, or for using either the whole or any part of such other railroad, or of the moveable property of such other company of the railroad and moveable property of such other company, in common by the two companies, or generally to make any agreement or agreements with any such other company touching the use by one or the other, or by both companies, of the railroad or moveable property of either or of both, or any part thereof, or touching any service to be rendered by the one company to the other, and the compensation

therefor; and any such agreement shall be valid and binding, and shall be enforced by all courts of justice in this province according to the terms and tenor thereof.

Preamble.

29. And whereas it may conduce to the interests of the said "The Montreal Northern Colonization Railway Company," hereafter to unite and form a junction and amalgamation with other railway companies in this province; Be it enacted, that it shall be lawful for the said "The Montreal Northern Colonization Railway Company" to form such union, junction and amalgamation at any time hereafter, with any other company which is also hereby authorized to form such amalgamation upon such terms and conditions as may be agreed upon at a general meeting of the stockholders of the said company specially convoked for that purpose by a majority of such stockholders, and thereafter the companies thus united and amalgamated shall form but one and the same company upon the terms, stipulations and conditions agreed upon between the said companies. And for the purpose of effecting such amalgamation, the other companies with which this said company may consent to be amalgamated, are hereby authorized to stipulate and determine the conditions of such amalgamation at a general meeting of their stockholders specially convoked for that purpose by a majority of such stockholders.

Power to amalgamate with other companies.

Same power to other companies.

Agreements with Montreal City Passenger Railway for mutual use of track, &c.

30. It shall be lawful for the said company, and for the Montreal city passenger Railway Company, to enter into any agreement or agreements for the use by the one or the other of said companies or of both companies at the same time of the railroad of such other company or of any part thereof, or of any station, cars, or any other moveable or immoveable object of either of such companies or of both such companies, or touching any service to be rendered by the one company to the other, and the price or compensation of such services; or for the construction of one or more branch roads, one or more tramways in order to facilitate the junction of the rail-

roads for both companies; and any such agreement, executed in due form of law by the two companies, shall be valid and binding and shall be enforced by all courts of justice according to the terms and tenor thereof; and if any such agreement be entered into between the two companies, the cars and rolling stock, but not the locomotives, of the Montreal Northern Colonization Railway Company may use and pass along the track of the Montreal City Passenger Railway and *vice versa*. The company may, after being authorized to that effect by the corporation of the city of Montreal, lay a track in any street parallel with St. Lawrence street in the said city as far as Craig street; so as to run its cars as far as Craig street aforesaid.

Power to acquire, lease, &c., lands for certain purposes, and to sell the same or the produce thereof.

31. It shall be lawful for the said company, from time to time, to purchase, lease, detain, hold, receive and use any lands along, or in the vicinity of, or separated from the railway track of the said company, and if separated from the said track, with the right of passage to communicate therewith, that it shall please her majesty or any person or corporation to give, grant, sell or make over to the said companies; and it shall be lawful for the said company to cut down timber and to extract out of the ground gravel or stone on the said lands to be used for the building, maintaining or working of the said railway, or to be sold; to establish thereon stations, tram-ways, branch roads, work-shops, wood-yards, and quarries; and to sell the firewood and lumber that may be cut down on such lands, and from time to time to sell or dispose of such portions of the said lands as may not be required by the company for the procuring of gravel or the erection thereon of tramways, branch lines, wood-sheds, stations, workshops, or for any other need of the said company; and the said company shall have generally the power of buying, transporting and selling fire-wood.

SCHEDULE A.

FORM OF CONVEYANCE.

Form of conveyance.

Know all men by these presents, that I, A. B. of (*name also the wife, if any,*) do hereby, in consideration of (*here state the sum*) paid to me by "The Montreal Northern Colonization Railway Company," the receipt whereof is hereby acknowledged, grant, bargain, sell, convey and confirm unto "The Montreal Northern Colonization Railway Company," their successors and assigns forever, all that certain tract or parcel of land situated, (*here describe the lands,*) the same having been selected and laid out by the said company for the purposes of their railway; to have and to hold the said lands and premises, together with the appurtenances thereto, to the said "the Montreal Northern Colonization Railway Company," their successors and assigns forever, (*here the release of dower, if any.*)

Witness my (*or* our) hand (*or* hands) seal (*or* seals) this day of one thousand eight hundred

A. B. (L. S.)

Signed, sealed and delivered at in presence of

SCHEDULE B.

FORM OF DEBENTURE.

Form of debenture.

"The Montreal Northern Colonization Railway Company." Number $

This debenture witnesseth that "The Montreal Northern Colonization Railway Company," under the authority of the provincial statute passed in the year of Her Majesty's reign, intituled: "An act to incorporate the Montreal Northern Colonization Railway Company," have received from of the sum of as a loan, to

bear interest from the date hereof, at the rate of per centum per annum, payable half-yearly on the day of and on the day of which sum of the said company bind and oblige themselves to pay on the day of to the said or to the bearer hereof at Montreal, and to pay the interest thereon half-yearly as aforesaid on the production of the *coupon* therefor, which now forms part of this debenture.

And for the due payment of the said sum of money and interest, the said company, under the power given to them by the said statute, do hereby mortgage and hypothecate the real estate and appurtenances hereafter described, that is to say: *The whole of the railroad from Montreal to including all the lands at the termini of the said road, and and all lands of the company within these limits, and all buildings thereon erected, and all and every the appurtenances thereto belonging.*

In testimony whereof, , president of the said company, hath hereto set and affixed his signature, and the seal of the said company, at this day of one thousand eight hundred and

President,

(L. S,)

Countersigned and entered

Secretary.

I certify that this debenture was duly registered in the registry office for the county of in the district of on the day of one thousand eight hundred and at of the clock in the noon, in register page

Registrar.

THE COLONIZATION RAILWAY AID ACT OF 1869.

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32 VICTORIA, CAP. LII.

An Act for the encouragement of certain Colonization Railways.

[Assented to 5th April, 1869.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows:—

Provincial aid to certain railways.

1. Provincial aid, to the amount, in the manner, and subject to the conditions and limitations hereinafter set forth, is hereby assured to the construction in wood, maintenance and working, of the following projected lines of colonization railway communication, namely:

The Quebec and Gosford Railway,
The Levis and Kennebec Railway,
The Montreal Northern Colonization Railway, and
The Richelieu, Drummond and Arthabaska Counties Railway.

By virtue of the Quebec Act 34 Vict. C. 21, S. 7, the aid provided by this clause does no more apply to such portion of the Montreal Northern Colonization Railway as shall form part of the route from Montreal to Aylmer, such part of the line having by the said act 34 Vict. c. 21, received a grant of 10,000 acres of public lands per mile.

Conditions, amount and duration of the subsidy.

2. For such continuous and unbroken length, not less than fifteen miles of each of the said railways, as shall have been constructed in wood, and be in *bona fide* operation, to the satisfaction of the lieutenant-governor in council, on or before the first day of

July eighteen hundred and seventy-two, there shall be paid from the consolidated revenue fund of the province,—by yearly payments to fall due on the first day of September in every one of the twenty years next following the first of such payments, during which such length of railway shall be continuously maintained in such *bona fide* operation, but not otherwise, nor for any longer term,—a subsidy at the rate of three per cent on the *bona fide* cost of the construction thereof; such cost however (unless for exceptional bridges) not to exceed the average amount of five thousand dollars per mile.

By virtue of act 34 Vict. c. 21, s. 12, the delay for earning this subsidy is extended, as regards the Montreal Northern Colonization Railway, to the 1st July, 1875.

How bridges shall be reckoned in calculating subsidy.

3. In calculating such subsidy, any bridge over any river or stream exceeding fifty yards in breadth at high water, the reasonable and actual cost of which, at such site and of such plan, materials and construction, as shall have been approved beforehand by the lieutenant-governor in council to exceed five thousand dollars, shall be deemed an exceptional bridge; and shall be allowed for, not upon the length thereof, but at the exceptional rate of three per cent yearly on the established *bona fide* cost thereof, not exceeding however such total as in each case the lieutenant-governor in council shall expressly limit and allow as the reasonable and true value thereof for calculation of such subsidy.

Mode of payment of subsidy.

4. The lieutenant-governor in council may from time to time provide as may be deemed expedient, for payment of any such subsidy, or of any part or amount thereof, to any parties claimant from the company primarily entitled thereto; and for assuring such payment, may issue any descriptions of conditional debenture, scrip or certificate, with or without *coupons* attached, payable to order or to bearer, and otherwise in such form, for such amounts, and subject to all such provisions in respect thereof, as shall be deemed to be in the public interest.

After completion of half or whole of railway, sub-

5. Whenever one continuous half of any such railway, or not less than twenty-five continuous miles

of unbroken length thereof, shall be satisfactorily shown to have been completed and to be in *bona fide* operation, the lieutenant-governor in council, on demand to that effect from the company, may declare the half of the subsidy thereof to have become and to be thereafter converted into a subsidy payable, not on the condition above set forth of the continuous maintenance of the railway in *bona fide* operation, but on the terms and subject to the conditions following; and whenever the whole or not less than fifty continuous miles of unbroken length thereof shall be satisfactorily shown to have been completed and to be in *bona fide* operation, the lieutenant-governor in council, on like demand, may declare the whole of the subsidy thereof to have become and to be thereafter converted in like manner:

Subsidy may be converted as regards conditions.

2. If any company seeking such conversion of subsidy, shall ask to have the main line of their railway, or the fair equivalent thereof, apart from any permitted branches or extensions, regarded (to that end only) as being the whole of such railway, the lieutenant-governor in council may ordain accordingly; and in that case, the claim of such company shall thereupon become and be limited to such main or declared equivalent line only;

Main line, for such conversion, may be treated as the whole.

3. Such conversion shall not, in any case, affect any portion of such subsidy represented by any still outstanding conditional debenture, scrip or certificates;

Proviso.

4. Within such limits as to amount, the lieutenant governor in council, for assuring payment of such converted subsidy to parties claimant from the company primarily entitled thereto, may issue any descriptions of debenture, scrip or certificate, with or without *coupons* attached, payable to order or to bearer, and otherwise in such form, for such amounts, and subject to such provisions in respect thereof, as shall be deemed to be in the public interest;

Lieut.-Gov., in Council, may issue debentures.

5. Such converted debentures, scrip or certificates may in any case be issued,—as by the lieutenant-

Debentures shall be either for the annual payment

of subsidy, or for the interest on the total subsidy capitalized.

governor in council shall be deemed to be most in the public interest,—either for assuring payment of the amount of such converted subsidy yearly, for the number of years required, or for assuring payment of interest, at six per cent yearly, on the value of such converted subsidy, capitalized at the same rate of six per cent, and made payable as regards capital in not less than twenty nor more than thirty years from date of capitalization; and shall be payable to all *bona fide* holders claimant from the company, although not to the company if still holding the same, notwithstanding any failure of the company to maintain the railway in continuous *bona fide* operation throughout the full term of the subsidy;

Sinking fund to redeem capitalized subsidy.

6. In case of issue of any such capitalized debentures, scrip or certificates, the treasurer of the province shall cause to be invested yearly, as a sinking fund for redemption thereof, in public securities of the Dominion or of this province, a sum equal to the difference between the amount of the yearly interest on such capitalized debentures, scrip, or certificates, and that of the converted subsidy represented thereby;

After issue of debentures, railway to be subject to inspection, &c.

7. Whenever any converted debentures, scrip or certificates shall have been so issued, the whole of the railway in question and all properties, appurtenances, and plant thereof, shall thereafter be subject to all such special inspection by the railway board, or otherwise, as the lieutenant-governor in council from time to time may direct or authorize; and the lieutenant-governor in council may at any time order the company, within any reasonable specified delay, to make any repairs or do any other act which from such inspection shall be deemed necessary in order to the keeping of the entire railway and the property, appurtenances and plant thereof, in a thorough state of efficiency, for the due operation thereof;

If company refuses to submit to inspection, etc.,

8. If at any time the company shall refuse to submit to such special inspection, or shall interpose or

allow any obstruction thereto, or shall refuse or fail to do (within the reasonable delay specified) any such act required by the lieutenant-governor in council by reason thereof, or shall fail to maintain the railway in continuous *bona fide* operation throughout the full term of the subsidy, then, immediately upon and by virtue of the first payment thereafter made from the consolidated revenue fund of the province, on account of any such outstanding debentures, scrip or certificates, the entire railway and all properties, appurtenances and plant thereof, and all the franchises of the company, shall *ipso facto* become and be vested in the crown for the public uses of the province, subject only to such trusts as shall have been or thereafter shall be legislatively declared or recognized in respect thereof; and, as so vested, the same shall thereafter be held, administered and (by sale or otherwise) disposed of by such public department or officer and in such manner as shall have been or thereafter shall be legislatively designated to that end; and, as the first trust affecting the same, and in preference to every other, all proceeds thereof whatsoever, as realized, shall be carried *pro tanto* to account of the province, to or towards the discharge of such first payment aforesaid, and of all further payments on account of such outstanding debentures, scrip or certificates.

Railway to be vested in the Crown.

6. The lieutenant-governor in council, upon report of the railway board, may from time to time define by general or special regulations, as occasion may require, what shall or shall not be deemed to be a *bona fide* maintenance and working of the several railways in this act mentioned; and the same shall for all purposes of this act be deemed to be in *bona fide* operation, so long, and so long only, as in the management and working thereof such regulations shall be in good faith complied with and carried out.

What shall be deemed a proper maintenance of the railway.

9. The expression "the colonization railway aid act of 1869," shall be a sufficient citation of this act.

Short title.

AMENDMENT TO THE COLONIZATION RAILWAY AID ACT OF 1869.

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33 VICTORIA, CAP. XXXV.

An act to amend the Colonization Railway Aid Act of 1869.

[Assented to 1st February, 1870.]

HER MAJESTY, by and with the advice and consent of the legislature of Quebec, enacts as follows:

Montreal Northern Colonization Railway entitled to aid, although built of iron.

2. The Montreal Northern Colonization Railway Company shall be entitled, upon its conforming to the provisions of the said act, to the aid assured by the said act, notwithstanding that the whole, or any part of the road of the said company shall have been constructed in iron.

FIRST LAND GRANT.

34 VICTORIA, CAP. XXI.

An Act to provide for the granting of certain lands in aid of the Railway Companies therein mentioned.

[Assented to 24th December, 1870.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

3,208,500 acres of land set apart for the purposes of this Act.

1. From and out of the public lands of this Province, certain lands hereinafter mentioned, forming a superficies of three million two hundred and eight thousand and five hundred acres, are hereby set apart for the purposes of this act, that is to say: all the lands described in the schedule to this act, under the designations of blocks A, B, C and D, and comprised within the four blocks or extents of territory coloured in red, and marked respectively A, B, C and D, upon a certain lithographed copy of map of the Province of Quebec, drawn at the crown lands department of this province, by Eugene Taché, assistant-commissioner of crown lands, and dated Quebec, eighteen hundred and seventy, which lithographed copy is filed in the office of the clerk of the legislative council of this province, to remain of record for all the purposes of this act, and copies of which, in full, or on reduced scale, certified

by the said clerk, shall be deemed authentic for all legal purposes.

2,000,000 acres of such land on certain conditions may be granted to North Shore Railway Co.

2. The lieutenant-governor in council, may, subject to the provisions of the next following section, grant to the North Shore Railway and St. Maurice Navigation and Land Company, now to be called the North Shore Railway Company, for building the North Shore Railway from Quebec to Montreal, and the road to the Grandes Piles, and the establishment of a line of steamers on the St. Maurice, as mentioned in the act of the late Province of Canada, intituled: "An Act to incorporate the St. Maurice Railway and Navigation Company," two millions of acres of land, to be chosen and allotted by the lieutenant-governor in council, on the report of the commissioner of crown lands, from within the said blocks A, B, C and D, in a corresponding proportion, as regards quantity and quality, to those granted under this act for the construction of a railway from Montreal to Aylmer.

10,000 acres per mile may be granted on certain conditions to Montreal Northern Colonization Railway Co.

5. The lieutenant-governor in council may, subject to the provisions of the next following section, grant to the Montreal Northern Colonization Railway Company for building a railway from Montreal to Aylmer, upon the North Shore of the Ottawa, ten thousand acres of land for every mile of such railway, to be chosen and allotted by the lieutenant-governor in council, on the report of the commissioner of crown lands, from within the said blocks A, B, C and D, in a corresponding proportion, as regards quantity and quality to those granted, under this act for the construction of the North Shore Railway as aforesaid.

Conditions on which grant may be made.

6. The said Montreal Northern Colonization Railway Company shall be entitled to the said grant on the following conditions only:

1. The railway from Montreal to Aylmer shall have been completed and in operation; but according as the company shall have completed twenty-five miles of the railway, the lieutenant-governor in council may, if he think proper, grant to it a pro-

portionate quantity of the said lands at the reduced rate of five thousand acres for each mile completed within the section extending from Montreal to Grenville, and at a proportionately increased rate for every mile completed within the section between Grenville and Aylmer;

2. The said railway shall connect with the said North Shore Railway from Quebec to Montreal at such point as shall be determined by the lieutenant Governor in council;

3. The lieutenant-governor in council shall have the appointment of one third of the Directors of the Company, without counting the *ex officio* directors or directors representing municipalities, and no city, town or municipality shall be represented in the Company by a greater number of directors than the lieutenant-governor in council.

Q., 32 V., c. 52, not to apply to a certain portion of said railway.

7. The Colonization Railway aid Act of 1869 shall no longer apply to such portion of the said Montreal Northern Colonization Railway as shall form part of the route from Montreal to Aylmer.

Certain timber limits not to be comprised in lands granted.

9. All tracks of lands actually held under licence for the cutting of timber, comprised within the boundaries of blocks B. C. D.; described in the schedule to this act, as hereinbefore mentioned, shall be excepted therefrom, and a superficies corresponding to the deficiency created by such limits now in existence shall be set apart for the purposes of the said grant out of the unoccupied lands of the crown in the nearest neighborhood to the said blocks B. C. D.

Delay of sec. 2 of 32 V., c. 52, extended.

12. The delay mentioned in the second section of the colonization railway aid act of 1869, is hereby extended to the first day of July, one thousand eight hundred and seventy five.

Iron rails may be substituted for wooden without prejudicing aid.

15. Iron rails may be laid instead of wooden rails on any of the railways mentioned in the said colonization railway aid act of 1869, without affecting the right of obtaining the aid thereby assured for the construction of such railway.

Lands may be reserved for road-way and stations of railways.

16. The lieutenant-governor in council may reserve for himself and also for any railway company to whom he may grant the same, the right of taking, without compensation, upon any lands granted under this act, as much land as may be deemed necessary for the road-way and stations of any railway that may pass over the lands so granted.

Railways to be commenced before 1st May, 1873.

17. In case any one of the above named companies shall not have *bona fide* commenced to build its railway within two years from the first day of May next, it shall forfeit all claim to lands under this act.

By act 36 Vict. c. 42, s. 8, the delay granted by this clause is extended until the first day of May, 1874.

SCHEDULE.

Block A.

The territory included in this designation being situated in the County of Pontiac, at the western extremity of this province, and being traversed by the principal branch of the Ottawa river and by that of the river called the Abittibi, is bounded as follows, that is to say:

Beginning at the point of intersection of the meridian of the mouth of the river Blanche, on lake Temiscamingue, with the rear line of the Indian reserve, situate between such last mentioned river and lake des Quinze, at the point A as set forth on the map hereinabove mentioned; thence prolonging such meridian line for a distance of thirty-one miles or thereabouts to the height of land separating the water of the St. Lawrence from those of Hudson's Bay to B; thence following a line running north, 71° east, astronomically, a distance of 64 miles, to C; thence in a true southerly direction, a distance of 60 miles to D, thence, following a western course, astronomically, a distance of 23 miles or thereabouts, to the intersection of the most southerly bay of lake Missizowaja,

at the point E; thence skirting the eastern and northern shore of the said lake, and that of lake des Quinze, until opposite the point at which it discharges itself, by means of the river of the same name, at the place designated by the letter F; thence persuing a course usually north, to G, to the stake planted by the surveyor, Charles Bouchette, in 1854, to mark the north-east angle of the Indian reserve aforesaid; thence following the northern boundary of the said reserve, to its intersection with the meridian of the mouth of the river Blanche to the point of departure at A, a distance of 15½ miles or thereabouts.

The said block A comprising an extent of territory of 1,827,400 acres in superficies.

BLOCK B.

The territory so designated, including the Island of Lake Edward, and watered by the river Batiscan and by the river known as the Pierre river, being situated partly in the county of Portneuf and partly in the county of Quebec, is bounded as follows, that is to say:

Beginning at the letter A, on the said plan, to the point of intersection of the line of survey drawn during the summer of 1870, by the surveyor Ignace Dery, with the north bank of the river Pierre, from thence following such said line, so already established, for a course north 45° west, astronomically, to the river Batiscan, a distance of 10 miles and 35 chains, and pursuing in the same direction a distance of about 9 miles to the line of survey drawn by the surveyors Eugène Casgrain and H. Legendre, in 1869, to the point B, from thence at a right angle following the said line of survey a distance of about 3 miles to D, to its junction with the south-western branch of the river Batiscan, known as the river Jeanotte, and ascending the left bank of the said river and following the windings thereof to its source in Lake Edward, and skirting the south shore

of such lake to its eastern extremity, and ascending to its source (at the place marked D,) the little river which discharges itself at such place. From this point, the said block to be bounded towards the north by a line running true east about 2 miles to the point E, situate at six miles at right angles to the general course of the river Metabetchouan, then at the said distance following parallel thereto, in a south and south-westerly direction, the course and windings of the said river to lake aux Rognons, and thence, by prolonging, at the said distance of six miles, a parallel line to the survey of the continuation of the Gosford road, fixed by the surveyor E. Casgrain, to the point of meeting the river Pierre, at the point F, and descending the course of the said river, to its intersection with the line of survey of Mr. Dery, at the point of departure already mentioned.

The said block B comprising 319,440 acres.

Block C.

Situate in the county of Montcalm, bounded as follows, that is to say; beginning at a distance of 10 miles from the north-western angle of the township of Doncaster on the division line between the counties of Argenteuil and Montcalm, at the north-western angle of the proposed Township of Archambault, at the point A, on the said map, following the said line, and, in continuation, the line dividing the districts of Montreal and Ottawa, to its meeting with the principal branch of the Riviere Rouge, a distance of about 26 miles in B; thence ascending the course of the said principal branch to a point of intersection with the line between the counties of Montcalm and Joliette, in C; thence following such line on a course, astronomically south, 45 ° east, for a distance of 34½ miles to the north-east angle of the proposed Township of Lussier, to about ten miles from the north-east angle of that of Chilton, in D; thence following the rear line of the said proposed townships of Lussier

and Archambault, a distance of 20 miles, to the point of departure in A.

The said Block C, comprising an area of 371,200 acres in superficies.

Block D.

This extent of territory, situated on the eastern bank of the River St. Maurice, partly in the county of Champlain and partly in that of Chicoutimi, is bounded as follows, that is to say: Beginning at the mouth of the *Grand Riviere Pierriche*, on the St. Maurice, about ten chains from the 64th mile post planted by surveyor Bignelle in 1848, at the time of his survey of the said last mentioned river at the point A, on the said map; thence following the meridian of the mouth of the said *Grand Riviere Pierriche*, a distance of 37 miles to B, from such place, at right angles with the said meridian, on a course west astronomically, a distance of nearly 37 miles to the point of meeting the River St. Maurice, in C. Thence descending the left bank of the said river and following all its windings in a direction usually south and south-east, to the point of departure at the mouth of the said *Grand Riviere Pierriche*, at the place marked A, and already discribed.

The said Block D, comprising an area of 685,466 acres in superficies.

FIRST AMENDMENT TO THE CHARTER.

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34 VICTORIA, CAP. XXIII.

An Act to grant additional powers to the Montreal Northern Colonization Railway Company, and for other purposes.

[Assented to 24th December, 1870.]

WHEREAS, it is expedient to grant additional powers to the Montreal Northern Colonization Railway Company; therfore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Power to continue the railway from Grenville to Deep River.

1. The said Montreal Northern Colonization Railway Company shall have power to extend their line of railway from Grenville to Deep River, or "*Chenail Culbute*," on the Ottawa River, in the Province of Quebec, and from any point on their line within the limits of the city of Montreal, to Point St. Charles or the Bonaventure Depot, and at the eastern end of said city, the whole subject to the conditions and with the privileges and rights established and stipulated by an act incorporating the said company for the original line of said railway, save only as regards their claim for a subsidy. Provided always, that the aforesaid proposed communications to be made within the limits of the city of Montreal to Point St. Charles or Bonaventure Depot, shall not be commenced until a map or plan and survey of the line and extent of such communications shall be

laid before the Council of the Corporation of Montreal, and the sanction and approval of such council and the board of directors of the Grand Trunk Company of Canada, be first had and obtained.

Capital.

2. The capital of said company shall be ten millions of dollars.

Powers to pass by-laws authorising bondholders to vote in place of shareholders, in case of non-payment of bonds or interest.

3. Should such course be deemed necessary to facilitate the negotiation of bonds or debentures issued or due by the said company, the shareholders of said company shall at all times, by a by-law, passed at a meeting duly convened for that purpose, have power to decide that if at any time the bonds or debentures issued by the said company, or the interest *coupons*, or any of them, become due and are not paid in a certain delay after maturity, the period of such delay to be set forth in said by-law, the right to vote conferred on shareholders of the said company shall then cease, and that subsequently holders of bonds or debentures due and payable by the said company, shall have right to vote at all meetings of the said company, and shall also enjoy all the other powers conferred on the shareholders of said company by their act of incorporation, or by the Quebec railway act of 1869, in the place and stead of shareholders, and that the bond or debenture holders shall also have the right to vote in proportion to the amount of bonds or debentures held by each, in the manner prescribed by said by-law; and to provide for the restoration of the right to vote to shareholders, and for depriving bondholders of the said right to vote, as the shareholders of said company may think proper; and such by-law shall neither be revoked nor modified without the consent of all holders of the company's bonds negotiated subsequently to the passing of said by-law.

Registration of bonds not necessary.

4. It shall not be necessary, for securing to their bonds or debentures priority over the said road, its rolling stock properties and revenues, according to the respective dates of their issue, to register said bonds or debentures, issued by the said company in

virtue of the powers conferred on them notwithstanding article 2130 of the *Civil Code*.

Debentures to constitute a general mortgage on the lands of the company.

5. All debentures issued by the said company shall constitute a general mortgage on the lands which may in future be granted to the said company issuing such debentures, provided the said lands be mentioned or indicated in general terms as subject to such mortgage; but the payment made by any *bona-fide* purchaser of any of the said lands, of the purchase money to the treasurer of the company, or to any other person appointed for that purpose, and the receipt given for the payment of such purchase money by the treasurer or other person named on behalf of such debenture holders, shall discharge all lands thus paid for from any such mortgage; and until otherwise ordered by said company, in virtue of the powers conferred on them by the present act, with reference to the reception of such moneys, the treasurer of the said company is hereby authorized to receive such purchase money on behalf of the holders of such debentures, and shall keep all moneys so received apart from the ordinary receipts of the said company, and he shall be responsible for the same as special trustee, until said moneys be disposed of in the manner hereinafter provided.

Provision when these lands are sold and the purchase money paid

Investment of moneys.

The moneys thus received by the treasurer of the said company shall, from time to time, be invested in government securities, or shares of any solvent chartered bank doing business in Canada, for the purpose of forming a fund for the payment of the interest on such debentures as it becomes due, and for redeeming those debentures at maturity.

Holders of debentures to elect three trustees, and directors to name three others, to manage lands etc.

6. The holders of the debentures of the said company, having hypothec on said lands, shall have the right to elect from among themselves three trustees, which election shall be made by such holders of debentures at a meeting of such holders called for the purpose, in the same manner as is provided by the act incorporating the company for special meet-

ings of the shareholders thereof; and may be made by a majority in amount of such holders present at such meeting either in person or by proxy; and the directors shall name three of their number to constitute with the said trustees, a board of six trustees, and such trustees shall have the control, management, disposition and direction of the lands represented by the holders of the debentures, or in which they have any interest; and may sell and dispose of such land and collect and receive the proceeds thereof, as they may see fit, and for that purpose may appoint an agent or agents and have an office or offices either in Canada or elsewhere, and on realizing the proceeds of the said lands or any of them, may divide the proceeds among such holders or invest the same for the benefit of such holders, and otherwise manage and administer such lands in such manner as may be prescribed by such holders, by resolution or by-law passed at a meeting thereof, called and held in the manner hereinbefore provided for the election of such trustees; provided always, that the proceeds, after payment of expenses of management to be audited and approved by the directors of the company, of the sale of any such lands on being received by the said trustees or their agent in that behalf, shall *pro tanto* extinguish such debentures after the extinction thereby of the interest thereon then overdue. Proviso.

7. The directors elected by the shareholders shall be eleven in number, exclusive of *ex-officio* directors, but the company shall have power, by a resolution adopted by a majority of the shareholders thereof, at a general meeting, to diminish from time to time the number of directors of the said company. But the quorum of the board of directors shall always remain five. Number of directors and quorum.

8. The fourteenth section of the act of the legislature of this province, thirty-second Victoria, chapter fifty-five, is hereby amended by striking out all the words in the said section, after the word "appointed." Sec. 14 of 32 V., c. 55, amended.

Agreement may be made with another company to construct part of the line.

9. If at any time the said company shall agree with any other railway company for the construction of any part of the said line of railway, such agreement may be submitted to the lieutenant-governor in council, and if approved shall become binding on the parties thereto, and upon such approval the proportion of any land grant from the government of this province, which may be applicable to such portion of the said line, shall enure to the benefit of the company actually constructing the same, upon the conditions contained in such agreement.

Sec. 19 of 32 V., c. 55, repealed.

10. The nineteenth section of the act of the legislature of this province, thirty-second Victoria, chapter fifty five, is hereby repealed.

AMENDMENT TO THE COLONIZATION RAILWAYS AID ACT OF 1869.

35 VICTORIA—CAP XXII.

An Act to amend the Act of this Province, thirty-second Victoria, Chapter fifty-two, respecting aid to certain Colonization Railways.

[Assented to 23rd December, 1871.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Full converted subsidy may be paid in certain cases.

1. Notwithstanding anything to the contrary, contained in the act of this province, thirty-second Victoria, chapter fifty-two, whenever one continuous half of any of the railways named in the said act, or of the length of the St. Francis and Megantic International Railway, defined in section thirteen of the act of this Province, thirty-fourth Victoria, chapter twenty-one, or any continuous portion of such railways, not less than twenty-five miles in length, shall be completed and in operation, the lieutenant-governor in council may, on demand of the company, pay for such half, or for every such length of road, the full amount of the converted subsidy granted by the said act, in proportion to the number of miles so completed.

It may be paid either in money or in capitalized debentures.

2. Such payment may be made either in money or by means of capitalized government debentures, and the provisions of sub-sections four, five, six,

seven and eight, of section five of the said act, shall apply to the said debentures in the same manner as to the converted debentures mentioned in the said sub-sections, and shall subject the company and the railway, and all the properties and appurtenances thereof, to the same obligations, conditions and lien, as they would have been subject to in the case of the payment of the annual subsidy or of debentures, having been issued in virtue of the said act.

SECOND LAND GRANT.

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36 VICTORIA—CAP. XLII.

An Act to provide for the granting of aid to certain railway companies.

[Assented to 24th December, 1872.]

HER MAJESTY, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Similar grant may be made to the Montreal Northern Colonization R. Co.

3. The lieutenant-governor in council may, subject to the provisions of the next following section, grant to "The Montreal Northern Colonization Railway Company," with a view of aiding in the construction of that part of the road lying between Aylmer and Deep river, ten thousand acres of land for each mile in length of the said portion of the railway, and such grants shall be taken from within the limits of the counties of Argenteuil, Ottawa and Pontiac; and the lieutenant-governor in council may, for the purpose aforesaid, select the lands to be so granted, from and out of the unoccupied lands of the crown in the said counties.

Conditions of said grant.

4. The said company shall be entitled to the said grant upon the following conditions only:

The said railway shall be begun within five years from the passing of this act;

The said section of the said railway, from Aylmer to Deep River, shall have been completed and put

into operation to the entire satisfaction of the lieutenant-governor in council.

Nevertheless, the lieutenant-governor in council may, if he thinks proper, when it is established that the said company is actively engaged in the construction of the work, to grant unto the same as soon as twenty-five miles of such section of road shall have been completed, a part of the said lands in proportion to such length of road.

Railway to be commenced within two years, or grant to be forfeited.

5. In case the last named company shall not have *bona fide* commenced to build its railway or section of railway, as above mentioned, within two years following the first day of January next, then and in that case, it shall forfeit all claims to land under this act.

Delay granted to Montreal Northern Colonization Railway Co. by sec. 17 of 34 V., c. 21, extended.

8. The delay granted to the Montreal Northern Colonization Railway Company, by section seventeen of the act thirty-fourth Victoria, chapter twenty-one, is extended until the first day of May, eighteen hundred and seventy-four, and in case the said company shall not have commenced to build its railway within the period mentioned, it shall forfeit all claims to land under the said act, and under this act.

CONFIRMATION OF BY-LAWS.

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36 VICTORIA—CAP. XLIX.

An Act to confirm certain By-Laws authorizing subscriptions of Stock in the Montreal Northern Colonization Railway Company.

[Assented to 24th December, 1872.]

Preamble.

WHEREAS, the Montreal Northern Colonization Railway Company have represented by their petition that it was expedient to declare and pronounce valid, legal, and binding the by-laws passed and adopted by the Corporation of the City of Montreal, and by other municipal corporations in aid of the said company; and, whereas the said by-laws, and each and all of them have been examined and approved by the lieutenant-governor in council, as provided by law and by the municipal code of the province of Quebec; therefore, Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

Montreal By-Law declared valid.

1. By-law No. 59, entituled: "By-law to authorize the taking of Stock by the Corporation of the Mayor, Aaldermen and Citizens of the city of Montreal, in the Montreal Northern Colonization Railway Company, to the extent of one million dollars currency, and to pay the same in cash, or in bonds or debentures, and to impose a yearly rate to pay interest and provide for a sinking fund," passed and adopted by the

City Council of the said Corporation on the third day of April, one thousand eight hundred and seventy-two, and subsequently, to wit, from the twenty-ninth day of the said month of April (1872,) to the tenth day of the month of May of the same year, approved and ratified by a majority of the electors of the said City of Montreal qualified to vote on said by-law, copy of which is annexed to this Act under schedule A; is by these presents declared legal and valid, and shall be considered and adjudged as having been legal and valid, and duly approved by the electors qualified to vote therein according to the statutes and shall be considered and adjudged as having been legal and valid, from the date of the passing thereof, and all taxes and assessments imposed, collected and levied, or to be imposed, collected and levied, by and in virtue of the said by-law, are by these presents declared valid and binding; but nothing herein or in the said by-law contained, shall entitle the corporation of the said city of Montreal to collect any further or larger assessment than shall be requisite to pay the interest and the sinking fund upon the amounts in cash or debentures, which the said corporation shall then have paid to the said company on account of the said subscription, and upon the amounts in cash or debentures which the company shall have the right to demand from the said corporation upon or before the time at which such assessment shall become payable.

Proviso.

St. Andrews By-Law declared valid.

2. By-law No. 1 of the corporation of the Parish of St. Andrews, intituled: "By-law to authorize the Corporation of the Parish of St. Andrews, in the County of Argenteuil, in the District of Terrebonne, to take stock in the capital stock of the Montreal Northern Colonization Railway Company to the extent of twenty-five thousand dollars currency, and to pay the same in bonds or debentures, and to impose a yearly rate to pay interest thereon, and provide for a sinking fund," adopted by the Municipal Council of the said Parish on the nineteenth day of June, one thousand eight hundred and seven-

ty-two, and unanimously ratified on the fifteenth day of July next following by the electors of the said Parish of St. Andrews qualified to vote on said by-law, a copy whereof is annexed to these presents under Schedule B; is declared by these presents to be valid, legal and binding to all intents and purposes and so to have been since the passing thereof.

Amending St. Andrews By-Laws.

3. And, whereas, by clause C, section 1, of said by-law, the subscription of the said Parish of St. Andrews is made subject to the condition that the line of the said railway shall pass at a distance of not more than one mile from the English Episcopal Church of the village of St. Andrews; and whereas it may become expedient for the said corporation of the Parish of St. Andrews, to amend this condition by increasing, to not more than two miles, the distance within which it shall be lawful for the said company to construct the line of the said railway, and by diminishing to not more than twenty thousand dollars the amount of said subscription, as mentioned in aforesaid clause: be it enacted that the municipal council of the said parish may amend such clause of the aforesaid by-law, in any of its sessions, called after due notice, by resolution adopted by the majority of members of said council present at such session, and such amendment so adopted shall hereafter be a part and parcel of such by-law notwithstanding all contrary legal provisions; provided that such resolution will be approved by the electors of the said parish, duly notified according to the provisions of the municipal code for the approval of municipal by-laws.

Certain By-Laws declared valid.

4. The by-laws hereafter mentioned and named and each and all of them are hereby declared valid, legal and binding to all intents and purposes, and so to have been since the passing thereof respectively, to wit:

County of Ottawa By-Law.

1. By-law No. 2 of the Corporation of the County of Ottawa, entituled: "By-law to authorize the Corporation of the county of Ottawa, in the province of Quebec, to take stock in the capital stock of the

Montreal Northern Colonization Railway Company, to the extent of two hundred thousand dollars, and to pay the same in bonds or debentures, and to impose a yearly rate to pay interest and provide for a sinking fund," adopted by the municipal council of the said corporation, at its quarterly session held on the twelfth day of June, one thousand eight hundred and seventy-two, and subsequently, to wit, on the ninth day of July next following, ratified and approved by a majority of the electors of the said county qualified to vote on said by-law, a copy whereof is annexed to these presents under Schedule C.

Ste. Therese Village By-Law.

2. By-law No. 2 of the corporation of the village of Ste. Therese de Blainville intituled: "By-law to authorize the corporation of the village of Ste. Therese de Blainville, to take stock or shares in the capital stock of the Montreal Northern Colonization Railway Company, to the extent of twelve thousand dollars, and to pay the same in cash or bonds, and to impose a yearly rate to pay interest thereon and provide for a sinking fund," a copy of which is annexed to these presents under Schedule D, adopted the said by-law by the municipal council of the said village of Ste. Therese de Blainville, on the second day of April, one thousand eight hundred and seventy-two, and subsequently, to wit, on the twenty-ninth day of the said month of April, approved and ratified unanimously by the qualified electors of the said village.

Ste. Therese Parish By-Law.

3. By-law No. 2 of the corporation of the parish of Ste. Therese de Blainville, intituled: "By-law to authorize the corporation of the parish of Ste. Therese de Blainville, to take shares in the capital stock of the Montreal Northern Colonization Railway Company, to the extent of twelve thousand dollars, and to pay the same in cash or bonds and to impose a yearly rate to pay interest thereon and provide for a sinking fund," of which a copy is annexed to these presents under Schedule E, adopted the said by-law by the municipal council of the said parish of Ste.

Therese de Blainville, on the second day of April, one thousand eight hundred and seventy-two, and subsequently, to wit, on the twenty-ninth day of the said month of April, approved and ratified unanimously by the qualified electors of the said parish of Ste. Therese de Blainville.

St. Jerome Parish By-Law.

4. The by-law intituled: "By-law No. 52 to authorize the corporation of the parish of St. Jerome to take stock or shares in the capital stock of the Montreal Northern Colonization Railway Company, to the extent of ten thousand dollars, and to pay the same in cash or debentures, and to impose a yearly rate to pay interest thereon, and provide for a sinking fund," copy of which is annexed to these presents under Schedule F, adopted the said by-law by the municipal council of the said parish of St. Jerome, on the eighth day of July, one thousand eight hundred and seventy-two, and unanimously approved and ratified on the first day of August next following, by the qualified electors of the said parish of St. Jerome.

St. Jerome Village By-Law.

5. By-law No. 53 of the corporation of the village of St. Jerome, intituled: "By-law to authorize the corporation of the village of St. Jerome, to take stock or shares in the capital stock of the Montreal Northern Colonization Railway Company, to the extent of fifteen thousand dollars, and to pay the same in cash or debentures and to impose a yearly rate to pay interest thereon and provide for a sinking fund," copy of which is annexed to these presents under Schedule G, adopted the said by-law by the municipal council of the said village of St. Jerome, on the twenty-fourth day of July, one thousand eight hundred and seventy-two, and unanimously approved and ratified on the nineteenth day of August next following, by the qualified electors of the village of St. Jerome.

SCHEDULE A.

By-Law to authorize the taking of Stock by the Corporation of the Mayor, Aldermen and Citizens of the City of Montreal, in the Montreal Northern Colonization Railway Company, to the extent of One Million of Dollars currency, and to pay the same in Cash or in Bonds or Debentures, and to impose a yearly rate to pay interest and provide for a Sinking Fund.

Whereas, in the opinion of the Council of the Corporation of the Mayor, Aldermen aud Citizens of the City of Montreal, the inhabitants of the said City are sufficiently interested in the Railway which the Montreal Northern Colonization Railway Company are authorized to construct from Montreal to Aylmer, with a branch to St. Jerome, to warrant the said Corporation in taking Stock in the said Company to the extent of One Million of Dollars currency, and to pay the same, either in cash, or in Bonds, or Debentures, at the option of the said City Council, and to impose a yearly rate sufficient to pay the interest upon such Bonds or Debentures, and two per cent, over and above such interest, as a Sinking Fund:

And, Whereas, all the requirements of the Act forming Chap. 25, of the Consolidated Statutes for Lower Canada, and of Chap. 83, of the Consolidated Statutes of Canada, and of all other Acts concerning the same, have been compiled with, before the passing thereof;

Now, Therefore, the said Council of the said Corporation of the Mayor, Aldermen and Citizens of the City of Montreal, at a special meeting thereof regularly held at the City Hall in the City of Montreal on this third day of April, in the year of our Lord one thousand eight hundred and seventy-two, in the manner and after observance of all the formalities prescribed by the Statutes in such case made and provided, at which said meeting at least

fifteen members of the said Council, to wit: the following members thereof, are present, viz:

His Worship the Mayor,—Charles J. Coursol, Esquire.

Aldermen,—David, Masterman, Bastien, Wilson, Simard, Bernard, Alexander, McGauvran.

Councillors,—Nelson, Christie, Betournay, Rivard, Desmarteau, McShane, Stephens, Garth, Hood, Mullin, Loranger, Kay, Rolland, McCambridge, Kennedy, Brunet, Grenier, Munro,—of whom the majority then and there voted for the said By-Law, —have ordained and enacted, subject to the consent of the qualified electors of the City of Montreal, first had and obtained in the manner provided for in and by the several Acts of the Province of Quebec, and other Statutes in such case made and provided, and do hereby ordain and enact as follows:

Sec. 1.—Upon the terms and conditions hereinafter stipulated and provided for, the Mayor of the said City shall be, and he is hereby authorized and required for and on behalf, and in the name of the said Corporation of this City, to subscribe for, and take one hundred thousand shares of stock in the said Montreal Northern Colonization Railway Company, chartered by Act of the Parliament of this Province; and the said terms and conditions are as follows:

(1)—Fifty thousand shares of the said stock shall be *bona fide* taken by other Municipalities and by solvent persons competent to pay the amount of their subscriptions which shall be to the satisfaction of the majority of the members of the said Corporation who will form part of the Board of Directors of the said Railway.

(2)—The said City Council shall appoint annually, by a vote of their own body, two persons to be Directors of the said Railway Company, forming, together with the Mayor of the said city, three directors thereof, who shall be members of the

board of directors of the said company: and the right of appointing the said directors shall not be affected by any change in the governing body or in the constitution of the company.

(3)—The said Railway shall be commenced at the harbour of Montreal, near and within the eastern limits of the city, within which also the station, work shops and terminus of the said railway, shall be located near the harbour of the said city, and the said railway shall be proceeded with continuously and without intermission northward of the mountain of Montreal, in the direction of, and as far as Hull, in the district of Ottawa.

(4)—The said company shall commence the branch line to the village of St. Jerome, in the district of Terrebonne, so soon as the main line reaches the point of junction, which shall be fixed at or near the village of Ste. Therese, and shall continue such branch line simultaneously with the remainder of the main line; and the said branch line to St. Jerome shall be made and constructed in like manner and with the same quality of iron rails as the main road from Montreal to Hull.

(5)—The amount of said subscription shall be payable, at the option of the finance committee, either in cash, or in bonds or debentures, to be taken at par; and for the purpose of securing the due application thereof to the said railway, to Hull, it shall only be exigible as follows:

a. Fifty thousand dollars,—on the completion of the bridge of the said railway across the Riviere-des-Prairies, and of the road connecting such bridge with Montreal.

b. Twenty-five thousand dollars—on the completion of the bridge of the said railway across the River Jesus or des Mille-Isles, and of the road connecting such bridge with Montreal.

c. Seven hundred and seventy-five thousand dollars—to be paid, as the work of the railway pro-

gresses, at the rate of five thousand dollars per mile (exclusive of the foregoing allowance for bridges,) such payments not to exceed, however, in any case, one third of the value of the work done on the line from Montreal to Hull (including the St. Jerome branch); any balance remaining after the said payments or instalments are made, to be reserved and paid only after the road is finally completed as agreed upon, and in running order from Montreal to Hull: But before any payments are made to the said company for, or on account of the bridges, or mileage, as aforesaid, the estimates and certificates of the company's engineer, shall be verified and certified correct as to work done, and all other particulars, by an engineer to be selected and appointed by the said corporation.

d. One hundred and fifty thousand dollars—to be reserved for the purpose of purchasing in the name of the said Montreal Northern Colonization Railway Company, the property belonging to the Government of Canada, known as the "Quebec Gate Barracks," and also other government property in the neighbourhood, and the property known as the "Military Hospital," and any other property, for the purposes of the said railway, the terms, price and conditions of the said purchase to be fixed and determined by the said city council, and to be binding upon the said Montreal Northern Colonization Railway Company, who shall accept and carry out the same; the properties so purchased to be used, enjoyed and disposed of for stations, for the said company or any other railway company, as the said city council may, from time to time, decide and order, by resolution thereof: the said Montreal Northern Colonization Railway Company shall not have the power to sell or dispose of any part of the said properties without the previous sanction and consent of the said city council: but a sufficient breadth shall be taken from the said properties to give to St. Paul Street a width of at least fifty feet, to Barrack Street, a width of at least forty feet, to Lacroix Street, a width of at least sixty feet, to

Woodyard Street, in front of the government property, a width of at least forty feet, and to Water Street, a width of one hundred and fifteen feet at the angle of said Water Street and Barrack Street, and eighty-five feet at the angle of the said Barrack Street and Woodyard Street, by striking a straight line from the said angle of Barrack Street to the angle of Woodyard Street,—of which said breadth of properties the said company shall make a gratuitous cession to the city, to facilitate the widening of such streets, if deemed necessary by the said council.

e. For the purpose of insuring a connection between the railway of the said company and the trade of the Upper Ottawa, the said company shall on or before the completion of the railway to Hull, make such arrangements with the Canada Central Railway Company, as shall enable them to run cars direct from Montreal through to the extreme western point then reached, or which may hereafter be reached, by the said Canada Central Railway, in which arrangements it shall be essential points, that a bridge shall be built at or near Hull, connecting the Northern Colonization Railway with the Canada Central Railway, and that the last named company shall either reduce and procure to be reduced the gauge of its railways and connections to the same gauge as the Montreal Northern Colonization Railway, or shall place on its track, and procure to be placed on the track of the Brockville & Ottawa Railway, between Carleton Place and Sand Point a third rail to enable narrow gauge cars to be run through from the Montreal Northern Colonization Railway on the Canada Central and Brockville & Ottawa Railways, westward. And in order to secure the making of such arrangements, fifty thousand dollars of the said subscription shall be retained by the corporation of the said city out of the last instalments to be paid to the said Montreal Northern Colonization Railway Company, in and by sub-section *c* of the present by-law, until such arrangements are made. But in the event of its being

found impossible to make such arrangements, except upon terms which shall be considered too disadvantageous by the said last named company, and by the said City Council, then the said City Council shall make such special order as to the payment of the said reserved sum of money to the said company, as the said council may deem expedient.

(6) The gauge of the said railway shall be four feet eight inches and one-half; and in the construction of the said railway, the bridges over the principal rivers along its route shall be built with substantial stone piers, and no bridge over any river shall be built with wooden piers without the consent of the City Council. The rails, if of iron, shall not be less than sixty pounds weight per lineal yard, and if of steel, not less than forty-eight pounds per lineal yard, and the railway generally, and its appurtenances shall be of equally good quality, material and construction with the Great Western Railway of Canada, or any other railway in Canada. And if any of the conditions of this section be not complied with the payments, on account of the subscriptions hereby authorized shall cease, and shall not recommence until the engineer appointed by the City Council shall be satisfied that the default has been rectified, and that the work is being proceeded with in conformity herewith; and if the whole amount of the shares hereby subscribed for shall have been paid at the time of the breach of any of the conditions of this clause, the company shall *ipso facto* become liable to the corporation of the said city for interest on such amount, from the date of such breach, until the default of the Company has been rectified.

(7.) The road from Montreal to Hull shall be completed within three years from the first of October next.

(8.) The place at which the Montreal Northern Colonization Railway shall connect with the North Shore Railway shall be fixed, and shall continue and remain so fixed, at a point near the bank of the river

St. Lawrence, and near and within the eastern boundary of the said City of Montreal.

(9.) The said company shall be bound at all times to carry with due diligence from any station on their line to the city of Montreal, or to any other station thereon, any fuel or fire-wood, in quantities of not less than six cords at one time, to be carried in a car attached to any freight train, at such rates as may be approved by the lieutenant-governor in council, such rates not to exceed four cents per cord of dry wood, and five cents per cord of green wood, per mile, for a distance not exceeding twenty miles, three cents and one-half per cord of dry wood, and four cents and one-half per cord of green wood per mile, for a distance not exceeding forty miles, three cents per cord of dry wood and three cents and one-half per cord of green wood, per mile, for a distance not exceeding seventy miles, and two cents and one-half per cord of dry wood and three cents per cord of green wood, per mile for a distance not exceeding one hundred miles; and should the Company or its employees refuse or neglect to comply with the above conditions, the proprietor of such fuel or firewood which the said Company or its employees, shall thus refuse or neglect to carry, shall be entitled to recover from the said company, by way of liquidated damages, the sum of ten dollars per day for each and every day, if the said Company or its employees shall refuse or neglect to carry such fuel or firewood when requested so to do; and in case the Corporation of the said City should determine to feed its aqueduct with water from the rivers or lakes at or beyond St. Jerome, the said Company shall allow the free use of its bridges to lay the necessary pipes to bring water into this City, and shall grant gratuitously a width of twenty feet of land for the laying of the said pipes along the whole distance of the said railway to St. Jerome, the whole to be subject to the approval of the Superintendent of the said aqueduct.

SEC. 2. The bonds or debentures to be issued by the said Corporation shall be for an amount of not

less than one hundred dollars each, payable in twenty-five years, and bearing interest at six per centum per annum, said interest payable semi-annually.

SEC. 3. For the purpose of paying the interest upon the said bonds or debentures, and for the purpose of establishing a sinking fund of two per centum per annum upon the amount of such subscription, over and above the interest thereon, a special rate or assessment is hereby imposed upon all rateable real property, in the said City of Montreal, as follows: The said rate or assessment shall, for every one hundred dollars of the assessed value of the said real property be,

FIVE CENTS—For the current year (one thousand eight hundred and seventy-two.)

TWELVE AND A HALF CENTS.—For the year one thousand eight hundred and seventy-three.

EIGHTEEN CENTS.—For the year one thousand eight hundred and seventy-four, and for each and every subsequent year.

SEC. 4.—The said special rate or assessment shall be due and payable the same as all other taxes and assessments which the said Corporation are authorized to impose by their Charter and the several Acts amending the same, provided that in the event of an increase in the value of the rateable real property of the said city, or of a dividend being received from the said Montreal Northern Colonization Railway Company, upon the stock thereof, the said City Council may gradually reduce the said special rate, or assessment; and in the latter case, such dividend shall be applied to the payment of the interest on the said bonds or debentures and the sinking fund, as aforesaid.

SCHEDULE B.

BY-LAW to authorize the Corporation of the Parish of St. Andrews, in the County of Argenteuil, in the District of Terrebonne, to take stock in the Capital Stock of the Montreal Northern Colonization Railway Company, to the extent of Twenty-five Thousand Dollars Currency, and to impose a yearly rate to pay interest thereon, and provide for a Sinking Fund.

At a special session of the Municipal Council of St. Andrews, in the County of Argenteuil, in the District of Terrebonne, convened by Martin Wanless, Esq., Mayor of St. Andrews, and held at St. Andrews, aforesaid, on Wednesday, the nineteenth of the month of June, one thousand eight hundred and seventy-two, in conformity with the provisions of the Municipal Code of the Province of Quebec, at which were present: Mr. Mayor Martin Wanless, Esq., and the Councillors: Judah Centre, Edward Jones, Julien Paquin, Peter E. McMartin, Ferdinand Dorion, and Robert Gordon, forming the quorum of the Council, under the Presidency of Mr. Mayor; it is ordained and enacted by By-law of the said Corporation, subject to the consent of the electors of the said Municipality, duly qualified to vote in approval or disapproval of said By-law, as follows:

Whereas, in the opinion of the said Municipal Council, the inhabitants of the said Municipality are sufficiently interested in the railway which the Montreal Northern Colonization Railway Company are authorized to construct, to warrant the said Municipal Council in taking stock in the said Company to the extent of twenty-five thousand dollars currency, and to pay the same in bonds or debentures, and to impose a yearly rate sufficient to pay the interest upon such bonds or debentures, and two per cent over and above such interest as a sinking fund.

1. Upon the terms and conditions hereinafter provided for and stipulated, the Mayor of the said

Municipal Council shall be, and he is hereby authorized and required for and on behalf, and in the name of the Corporation of the Parish of St. Andrews aforesaid, to take two thousand five hundred shares of stock, of ten dollars each, in the said Montreal Northern Colonization Railway Company, and the said terms and conditions are as follows:

(*a.*) One half of the aforesaid subscription, to wit: the sum of twelve thousand five hundred dollars shall be due and payable to the said Company whenever, and as soon as the grading of the said Railway shall have been made and completed through the said Municipality of St. Andrews.

(*b.*) The second half, or balance of the aforesaid subscription, to wit: the sum of twelve thousand five hundred dollars, shall be due and payable to the said Company whenever, and as soon as the railway shall have been completed and in working order, from the station thereof in the parish of St. Andrews, to the City of Montreal.

(*c.*) A depot or station of the said railway shall be placed and established within the limits of the Parish of St. Andrews, at the point of the said railroad, that shall be the nearest to the village of St. Andrews, and within one mile of the English Episcopal Church in the village known as the Village of St. Andrews; but this condition will not prevent the payment of the first half of the said subscription whenever it may become due according to the above condition marked (*a*), provided the line of the said railway be so located as to pass within the said distance of the said Village.

(*d.*) The said Corporation shall have the right of paying the said shares in bonds or debentures, which shall be taken at par by the said Company.

(*e.*) In the event of the Corporation of the county of Argenteuil subscribing or taking stock in the capital stock of the Montreal Northern Colonization Railway, then the subscription of the Corporation of the Parish made by this by-law will be reduced pro-

portionately, and in such case the present subscription will be valid and binding only above the proportion this Corporation may be called to pay in virtue of the County By-law.

(2.) The bonds or debentures to be issued by the said Corporation shall be for an amount of one hundred dollars each, payable in twenty-five years, and bearing interest at six per centum per annum, said interest payable semi-annually at the Merchants Bank of Canada, in Montreal.

(3.) For the purpose of paying the interest upon the said bonds or debentures, and for the purpose of establishing a sinking fund of two per centum per annum upon the amount of said subscription, over and above the interest thereon, a special rate or assessment is hereby imposed upon all taxable real property in the said Municipality of the Parish of St. Andrews, as follows:—

The said rate or assessment shall, for every one hundred dollars of the assessed value of the said taxable property, be of thirty-five (35) cents for the year following that in which the above condition, contained in the clause marked (*a*) shall have been fulfilled, and seventy (70) cents for the year in which the condition mentioned in the above clause marked (*b*) shall have been fulfilled, and for each and every subsequent year until the full payment of the said bonds or debentures.

(4.) The said special rate or assessment shall be due and payable the same as all other taxes and assessments which the said Municipal Council is authorized to impose, provided that in the event of an increase in the value of the taxable property of the said Municipality, or of a dividend being received from the Montreal Northern Colonization Railway Company upon the stock thereof, the said Municipal Council shall gradually reduce the said special rate or assessment, and in the latter case such dividend shall be applied to the payment of the interest on the said bonds or debentures, and of the sinking fund as aforesaid.

SCHEDULE C.

BY-LAW to authorize the Corporation of the County of Ottawa, in the Province of Quebec, to take Stock in the Capital Stock of the Montreal Northern Colonization Railway Company to the extent of Two Hundred Thousand Dollars, and to pay the same in bonds or debentures, and to impose a yearly rate to pay Interest and provide for a Sinking Fund.

WHEREAS in the opinion of the Municipal Council of the Corporation of the county of Ottawa, the inhabitants of the said county are sufficiently interested in the railway which the Montreal Northern Colonization Railway Company are authorized to construct from Montreal to Aylmer, to warrant the said Corporation in taking stock in the said company to the extent of two hundred thousand dollars currency.

AND, WHEREAS all the requirements of the several statutes in such case made and provided, and of the Municipal Code of the Province of Quebec, have been complied with before the passing of the present By-law.

NOW, THEREFORE, the said Municipal Council of the said Corporation, at a quarterly meeting thereof, regularly held at the Town Hall in the Village of Aylmer, in the said county, on this twelfth day of June in the year of Our Lord, eighteen hundred and seventy-two, in the manner, and after the observance of all the formalities prescribed by the statutes in such case made and provided—at which said meeting, the following members thereof are present, to wit: the Warden, Alexandre Bourgeau, mayor of the Municipality of the village of Aylmer, aforesaid, and the following councillors, to wit:—F. Samuel Mackay, mayor of the municipality of the parish of Ste. Angelique; Ezra B. Eddy, mayor of the municipality of the township of Hull; Hiram Dunning,

mayor of the municipality of the township of Bouchette; George Johnston, mayor of the Municipality of the township of Masham; Seth Cates, mayor of the municipality of the township of Wakefield; Hector McLean, mayor of the municipality of the township of Eardly; Michael Lavell, mayor of the municipality of the parish of St. Malachi; Martin O'Mealley, mayor of the municipality of the township of Lowe; François Xavier Bouvier, mayor of the municipality of the township of Templeton; Patrick Kelley, mayor of the municipality of the township of Buckingham; Charles Major, mayor of the municipality of the parish of Notre Dame de Bonsecours; Joseph Joubert, mayor of the municipality of the township of Ripon; Archibald Campbell, mayor of the municipality of the township of Lochaber; McPherson Lemoyne, mayor of the municipality of the village of Buckingham; William Weatherdon, mayor of the townships of Mulgrave and Derry; and Edouard Leduc, mayor of the municipality of the parish of St. André Avelin; forming a *quorum* of the said Council under the presidency of the said Warden of the said council, have ordained and enacted, subject to the consent of the electors of the said county duly qualified by law to vote in approval or disapproval of said by-law first had and obtained, in the manner provided for in and by the Municipal Code of the Province of Quebec, and of the statutes in such case made and provided, and do hereby ordain and enact as follows:—

SECTION 1. Upon the terms and conditions hereinafter stipulated and provided for, the Warden of the said county shall be, and he is hereby authorized and required for and on behalf, and in the name of the said Corporation to subscribe for and take twenty thousand shares of stock in the said Montreal Northern Colonization Railway Company, and the said terms and conditions are as follows:

SECTION 2. The amount of the said subscription shall be payable in debentures of the said Corpora-

tion, which debentures shall be for an amount of one hundred dollars each, and shall be payable in twenty-five years from the date of their issue respectively, bearing interest at six per centum per annum, said interest payable half-yearly, on the first days of January, and July in each year, at the Merchants' Bank of Canada, in the city of Ottawa. And such debentures shall rank equally upon the taxable real estate in the said county, notwithstanding that they may bear different dates: and such debentures shall be accepted by the company at par, in payment of the said subscription.

SECTION 8. For the purpose of insuring the due application of the said subscription to the construction of the said railway, in the manner most favourable to the interests of the said county, the said subscription shall only be exigible as follows:—

a. One hundred and fifty thousand dollars as the work of the railway progresses within the said county of Ottawa, such payments not to exceed fifty per cent of the value of work done and materials furnished on the line between the boundary of the county of Argenteuil and the village of Aylmer, and not to exceed three thousand dollars on any one mile thereof.

b. Such payments on account shall be made monthly, as the work progresses, upon the certificate of the Company's Engineer, which may be verified, if required by the corporation, by an engineer to be elected by the Municipal Council of the said county.

c. The remainder of the said subscription, namely, fifty thousand dollars, shall be payable upon the completion of the said railway to Aylmer in running order, with railroad stock and appurtenances sufficient for the effective working thereof; said line to be in running order on or before the first day of December in the year eighteen hundred and seventy-five.

SECTION 4. In the construction of the said railway, the bridges over the principal rivers along its route, shall be built with substantial stone piers; the rails, if of iron, shall not be less than sixty pounds weight per lineal yard, and if of steel, not less than forty-eight pounds per lineal yard; and the railway, generally, and its appurtenances, shall be all equal in quality, material and construction to the St. Lawrence and Ottawa railway.

SECTION 5. For the purpose of paying the interest on the said debentures, and for the purpose of establishing a sinking fund of two per centum per annum upon the amount of such subscription, over and above the interest thereon, a special rate or assessment is hereby imposed upon the real estate in the said county of Ottawa, as follows: The said rate or assessment shall be for ev[illegible] dollar of the assessed value of said real estate, three mills in the dollar for the current financial year next after the commencement of the work of construction of the said railway within the county of Ottawa, and five and a half mills in the dollar for the second and every subsequent financial year, untill the said debentures are paid in full.

SECTION 6. The said special rate or assessment shall be due and payable, the same as all other rates, taxes and assessments which the said Corporation are authorized to impose; provided, always, that in the event of an increase in the value of rateable real estate of the said county, or of a dividend being received from the said railway company upon the stock so to be subscribed for, the said Corporation of the said county, may gradually reduce the said special rate of assessment, and in the latter case, such dividends shall be applied to the payment of the interest, on the said debentures, and to the sinking fund aforesaid.

SCHEDULE D.

***BY-LAW** to authorize the Corporation of the village of Ste. Therese de Blainville to take stock in the Capital Stock of the Montreal Northern Colonization Railway Company, to the extent of Twelve Thousand Dollars, and to pay the same in Cash or Debentures, and to impose a yearly rate to pay Interest and provide for a Sinking Fund.*

PROVINCE OF QUEBEC, Municipality of the village of Ste. Therese de Blainville. } At a special meeting of the Municipal Council of the village of Ste. Therese de Blainville, in the county of Terrebonne, in the district of Terrebonne, convened by the Mayor, J. V. Leguerrier, and held in the said village, at the ordinary place of meeting of the Council, the second day of the month of April, one thousand eight hundred and seventy-two, conformably to the provisions of the Municipal Code of the Province of Quebec, at which meeting were present:

The Mayor, Joseph Victor Leguerrier, and the councillors M. H. E. Gaudette, Seraphin Ouimette, J. Brunette, L. Deschambault, Jérémie Deschambault, George Graton, constituting a quorum of said Council, under the Presidency of the mayor, the said J. V. Leguerrier. All the members being present, the seven, having after verification, received notice of the convening of this meeting;

It is ordained and enacted by By-law of the Council as follows:

I. The mayor of the said municipality is authorized and required in the name of the said council, to subscribe for and take twelve hundred shares of stock, of ten dollars each, in the capital stock of the said Montreal Northern Colonization Railway Company, the whole subject to the following conditions;

(*a.*) The half of the said twelve hundred shares of stock, to wit: the sum of six thousand dollars,

shall be due and payable to the said Company whenever, and as soon as the bridge to be placed across the river Jesus or the river of Mille-Isles, by the said Company, shall be built, and the said railway shall be completed and in working order from the City of Montreal to the extreme north-west of the said bridge in the parish of St. Therese de Blainville.

(*b.*) The second half or balance of the aforesaid shares of stock, to wit: the sum of six thousand dollars, shall be due and payable to the said company whenever and as soon as the said railway shall be completed and in working order from the City of Montreal to within the actual limits of the Municipality of the said village of Ste. Therese de Blainville, or within the limits which may hereafter be set to the said Municipality, by an Act of the Legislature of this Province.

(*c.*) The point of junction between the principal line of the said railway and the St. Jerome Branch, as also a station or depot, shall be established within the actual limits of the village of Ste. Therese de Blainville, or within the limits that may hereafter be set to the said Municipality, by an act of the Legislature of this Province.

(*d.*) The said Corporation will have the right of paying the said shares in cash or debentures, which shall be taken at par by the Company.

II. For the purpose of paying the interest upon the said debentures, in case that debentures be issued to pay the subscription to the said shares, as aforesaid, and for the purpose of establishing a sinking fund of two per centum per annum, upon the amount of said debentures, over and above the said interest, which interest shall be six per centum per annum, a special rate or assessment is hereby imposed upon all taxable real property in the said Municipality of the village of Ste. Therese de Blainville, as follows:—

The said rate or assessment shall, for every one hundred dollars of the assessed value of the said taxable property for the first year, to wit: for the year following that in which the said payment shall be made to the said Company, of the first half of the aforesaid subscription, ninety-seven and a half cents; for the second year, that is for the year immediately following the payment made to the said Company of the second half of the aforesaid subscription, and for all the following years until the payment and extinction of the said debentures, one dollar and eighty-five cents currency.

III. The said special rate or assessment shall be due and payable the same as all other taxes and assessments imposed by the Municipal Council, provided that in the event of an increase in the value of the taxable property of the said Municipality, or of a dividend being received from the said Company upon the shares taken and subscribed for by the said Corporation in the capital stock of said Company, the Municipal Council of the village of St. Therese de Blainville, shall proportionally reduce the said special rate or assessment, and in the latter case such dividend shall be applied to the payment of the interest and sinking fund of said debentures.

IV. The debentures which shall be issued by the said Municipal Corporation shall be for a sum of not less than a hundred dollars each, payable in twenty-five years, and bearing interest at the rate of six per centum per annum, the said interest payable semi-yearly.

SCHEDULE E.

BY-LAW to authorize the Corporation of the Parish of Ste. Therese de Blainville, to take Stock in the Capital Stock of the Montreal Northern Colonization Railway Company to the extent of Twelve Thousand Dollars, and to pay the same in Cash or Debentures, and to impose a yearly rate to pay Interest and provide for a Sinking Fund.

PROVINCE OF QUEBEC, Municipality of the Parish of Ste. Therese de Blainville. } At a special meeting of the Municipal Council of the Parish of Ste. Therese de Blainville, in the county and district of Terrebonne, convened by the Mayor, and held in the Market Hall of the village of Ste. Therese de Blainville, the 2nd day of April, one thousand eight hundred and seventy-two, at ten o'clock in the forenoon, conformably to the dispositions of the Municipal Code of the Province of Quebec, at which were present:

The Mayor, Vital Aubin, and Councillors Octave Desjardins, Louis Jasmin, Jovite Gratton, Toussaint Labelle, constituting a quorum of the Council, under the Presidency of the Mayor, the said Vital Aubin.

It is ordained and enacted by By-Law of the Council as follows:

I. The Mayor of the said Municipality is authorized and required in the name of the said Municipality to subscribe for and take twelve hundred shares of stock, of ten dollars each, in the capital stock of the said Montreal Northern Colonization Railway Company, the whole subject to the following conditions:

(*A*) The half of the said twelve hundred shares of stock to wit: the sum of six thousand dollars shall be due and payable to the said Company whenever, and as soon as the bridge to be placed across the river Jesus or the river of Mille-Isles, by said Com-

pany, shall be built and the said railway shall be completed and in working order from the City of Montreal to the extreme north-west of the said bridge in the parish of St. Therese de Blainville.

(*B*) The second half or balance of the aforesaid shares of stock, to wit: the sum of six thousand dollars shall be due and payable to the said Company whenever and as soon as the said railway shall be completed and in working order from the City of Montreal to the point of junction between the principal line of the said railway, and that part of the road known by the name of the St. Jerome branch.

(*C*) The said Corporation will have the right of paying the said shares in cash or debentures, which shall be taken at par by the Company.

II. For the purpose of paying the interest upon the said debentures, in case that debentures be issued to pay the subscription to the said shares, as aforesaid, and for the purpose of establishing a sinking fund of two per centum per annum. upon the amount of said debentures, over and above the said interest, which interest shall be six per centum per annum, a special rate or assessment is hereby imposed upon all taxable real property in the said Municipality of the Village of Ste. Thérèse de Blainville, as follows:

The said rate or assessment shall, for every one hundred dollars of the assessed value of the said taxable property for the first year, to wit: for the year following that in which the said payment shall be made to the said Company, by the said Municipality of the parish of Ste. Therese de Blainville, of the first half of the aforesaid subscription, eighteen cents; for the second year, that is for the year immediately following the payment made to the said Company of the second half of the aforesaid subscription, and for all the following years until payment and extinction of the said debentures, thirty-six cents currency.

III. The said special rate or assessment impose dby the said Corporation, shall be due and payable the same as other taxes and assessments imposed by the Municipal Council, provided that in the event of an increase in the value of the taxable property of the said Municipality or of a dividend being received from the said Company upon the shares taken and subscribed for by the said Corporation in the capital stock of said Company the Municipal Council of the parish of Ste. Therese de Blainville, shall proportionally reduce the said special rate or assessment, and in the latter case such dividend shall be applied to the payment of the interest and sinking fund of said debentures.

IV. The debentures which shall be issued by the said Municipal Corporation, shall be for a sum of not less than a hundred dollars each, payable in twenty-five years, and bearing interest at the rate of six per centum per annum, the said interest payable semi-yearly.

SCHEDULE F.

BY-LAW to authorize the Corporation of the Parish of St. Jerome, to take Stock in the Capital Stock of the Montreal Northern Colonization Railway Company, to the extent of Ten Thousand Dollars, and to pay the same in Cash or Debentures, and to impose a yearly rate to pay interest and to provide for a Sinking Fund.

PROVINCE OF QUEBEC, Municipality of the Parish of St. Jerome. } At a special meeting of the Municipal Council of the parish of St. Jerome, in the county of Terrebonne, convened by Louis Labelle, secretary-treasurer of said Council, held at the village of St. Jerome, in the Market Hall, on Monday, the eighth day of the month of July, one thousand eight hundred and seventy-two, at which were present:

P. R. T. De Montigny, Esq., Mayor, and the Councillors—Louis Gauthier, Guillaume Labrosse, Edouard Ratel and Pierre Plouffe, constituting a quorum of the Council, under the Presidency of the Mayor, the other Councillors, Alexander Filion and Charles Maurice, having, after verification, received notice of the convening of this meeting.

It is ordained and enacted by by-law, as follows:

I. The Mayor of said Municipality is authorized and required in the name of the parish of St. Jerome, to subscribe and take a thousand shares of stock, of ten dollars each, in the capital stock of the Montreal Northern Colonization Railway Company, the whole subject to the following conditions:

(*a*) A station or depot of the said railway shall be placed or established, at the cost of the said Montreal Northern Colonization Railway Company, at such point as shall be judged suitable by the said Company, within the limits of the Municipality of the village of St. Jerome, at a distance however which shall not be of more than about seven or eight arpents from the parish church of the parish of St. Jerome.

(*b*) The said Corporation will have the right of paying the said shares in cash or debentures, which shall be taken at par by the Company.

(*c*) In the event of the Corporation of the parish of St. Janvier not subscribing a sum of five thousand dollars in the capital stock of said Company, the said Company shall not place, or shall not allow to be placed, a depot or station of said railway, within the extent of the parish of St. Janvier.

(*d*) The said shares shall be due and payable to the said Company whenever and as soon as the said road shall be in working order from the City of Montreal, to the locality chosen by the said company within the limits of St. Jerome, to be the terminus of said railway, and that the station shall be constructed with the buildings suitable to receive freight, that the said railway shall be built of iron in the same

manner and of the same quality as is provided by Article IV, of by-law No. 59 of the Corporation of Montreal, and that the point of junction of the said railway from Montreal to Aylmer and of the St. Jerome branch shall be within the village of St. Therese, either to the east or to the south-east of the said village of St. Therese.

II. The debentures which shall be issued by the said Municipal Corporation, shall be for a sum of not less than a hundred dollars each, payable in twenty-five years, and bearing interest at the rate of six per centum per annum, the said interest payable semi-yearly, at the Merchants' Bank of Canada, at Montreal.

III. For the purpose of paying the interest and of establishing a sinking fund of two per centum per annum, on the amount of said debentures, over and above all said interest, a special rate or assessment is by the present by-law imposed on taxable property, situate in the said municipality of the parish of St. Jerome, as follows, to wit:

The valuation of real taxable property within the limits of the municipality of the parish of St. Jerome being ($136,390.00) one hundred and thirty-six thousand three hundred and ninety dollars, the said rate shall be fifty-nine cents per hundred dollars, or five mills and ninety hundredths per dollar, for the year of the issue of the aforesaid bonds, and for each of the following years, until the full payment of said debentures.

IV. The said special rate or assessment shall be due and payable the same as the other taxes and assessments imposed by the municipal council, provided that in the event of an increase in the value of the taxable property of the said municipality, or of a dividend being received from the said company upon the shares taken and subscribed for by the said Corporation in the capital stock of said Company, the said Corporation shall proportionally reduce the said special rate or assessment, and in the latter case such

dividend shall be applied to the payment of the interest and sinking fund of said debentures.

V. If the said shares are sold by the Corporation of the parish of St. Jerome, after having obtained to make this transaction the consent of the majority of the tax-payers of the Municipality of the Parish of St. Jerome, in a meeting regularly convened to this end, the price of this sale shall be applied to the payment of the interest and sinking fund of the said debentures.

SCHEDULE G.

BY-LAW to authorize the Corporation of the Village of St. Jerome, to take Stock in the Capital Stock of the Montreal Northern Colonization Railway Company, to the extent of Fifteen Thousand Dollars, and to pay the same in Cash or Debentures, and to impose a yearly rate to pay Interest and provide for a Sinking Fund.

PROVINCE OF QUEBEC, Municipality of the Village of St. Jerome. } At a special meeting of the Municipal Council of the village of St. Jerome, in the county and district of Terrebonne, convened by Louis Labelle, secretary-treasurer, and held in the village of St. Jerome, in the Market Hall, ordinary place of meeting of said council, on Wednesday, the twenty-fourth day of the month of July, one thousand eight hundred and seventy-two, and adjourned from that day to Thursday, the twenty-fifth day of the said month of July, at seven o'clock p.m., at which meeting were present:

The Mayor, Godf. Laviolette, and the Councillors J. B. L. Villemure, Joseph Boisseau, William Gauthier, Joseph Desforges, J. B. Latour, and Jerome Longpré, under the presidency of the Mayor, Godf. Laviolette, all the members of the council being

present, and after verification, having received notice of the convening of the meeting:

It is ordained and enacted by by-law of the council, as follows:

I. The Mayor of said Municipality is authorized and required in the name of the village of St. Jerome to subscribe and take fifteen hundred shares of stock, of ten dollars each, in the capital stock of the Montreal Northern Colonization Railway Company, the whole subject to the following conditions:

(*a*) A station or depot of the said railway shall be placed or established, at the cost of the said Montreal Northern Colonization Railway Company, at such point as shall be judged suitable by the said Company, within the limits of the Municipality of the village of St. Jerome, at a distance however which shall not be of more than about seven or eight arpents from the Parish Church of the parish of St. Jerome.

(*b*) The said Corporation will have the right of paying the said shares in cash or debentures, which shall be taken at par by the Company.

(*c*) The Corporation of the parish of St. Janvier, having disapproved the by-law No. 3, subscribing a sum of five thousand dollars, in the capital stock of the said Company, the said Company shall not place or shall not allow to be placed a depot or station of the said railway within the extent of the parish of St. Janvier.

(*d*) The said shares shall be due and payable to the said Company whenever and as soon as the said road shall be in working order from the city of Montreal to the locality chosen by the said Company within the limits of St. Jerome, to be the terminus of said railway, and that the station shall be constructed with the buildings suitable to receive freight, that the said road shall be built of iron in the same manner and of the same quality as is provided by Article IV of by-law No. 59 of the Cor-

poration of Montreal, and that the point of junction of the said railway from Montreal to Aylmer and the St. Jerome branch shall be within the village of St. Therese, either to the east or to the south-east of the said village of St. Therese.

II. The debentures which shall be issued by the said Municipal Corporation shall be for a sum of not less than a hundred dollars each, payable in twenty-five years, and bearing interest at the rate of six per centum per annum, the said interest payable semi-yearly at the Merchants' Bank of Canada, at Montreal.

III. For the purpose of paying the interest and of establishing a Sinking Fund of two per centum per annum, on the sum of said debentures, over and above said interest, a special rate or assessment is by the present by-law imposed on taxable property, situate in the said municipality of the Village of St. Jerome, as follows, to wit:

The valuation of taxable property within the limits of the municipality of the Village of St. Jerome being ($136,649,00) one hundred and thirty-six thousand six hundred and forty-nine dollars, the said assessment will be eighty-nine cents for each hundred dollars or eight mills and ninety hundreths per dollar, for the year of the issue of the aforesaid bonds, and for each of the following years, until the full payment of said debentures.

IV. The said special rate or assessment shall be due and payable the same as the other taxes and assessments imposed by the Municipal Council, provided that in the event of an increase in the value of the taxable property of the said municipality, or of a dividend being received from the said Company upon the shares taken and subscribed for by the said Corporation in the capital stock of said Company, the said Corporation shall proportionally reduce the said special rate or assessment, and in the latter case such dividend shall be applied to the payment of the interest and sinking fund of said debentures.

V. If the said shares are sold by the Corporation of the Village of St. Jerome, after having obtained to make this transaction the consent of the majority of the tax-payers of the municipality of the Village of St. Jerome, in a meeting regularly convened to this end, the price of this shall be applied to the payment of the interest and sinking fund of the said debentures.

BY-LAW OF THE COUNTY OF PONTIAC.

CORPORATION OF THE COUNTY OF PONTIAC.

BY-LAW NO. 8.

BY-LAW to authorize the Corporation of the County of Pontiac in the Province of Quebec, to take Stock in the Capital Stock of the Montreal Northern Colonization Railway Company to the extent of One Hundred and Fifty Thousand Dollars; and to pay the same in Bonds or Debentures and to impose a yearly rate to pay Interest and provide for a Sinking Fund.

Whereas in the opinion of the Municipal Council of the Corporation of the County of Pontiac, the inhabitants of the said County are sufficiently interested in the Railway which the Montreal Northern Colonization Railway Company proposes to construct from Montreal westward in the direction of the terminus of the Canadian Pacific Railway at or near Lake Nippising, or in the direction of Georgian Bay, north of French River, or at Sault Ste. Marie, and the navigable waters of Lake Superior, or of any Railway built or to be built to the above mentioned points, or any of them, to warrant the said Corporation in taking stock in the said Company to the extent of One Hundred and Fifty Thousand Dollars, provided such line of railway runs to Deep River or as far westward in that direction as can be found practicable by the said Company.

AND WHEREAS all the requirements of the several statutes in such case made and provided and of the Municipal Code of the Province of Quebec have been complied with before the passing hereof.

NOW THEREFORE, the said Municipal Council of the said Corporation at a quarterly meeting thereof, regularly held at the Town Hall in the Village of Bryson, in the said County, on this twelfth day of March, in the year of our Lord One Thousand Eight Hundred and Seventy-Three in the manner and after the observance of all the formalities prescribed by the statutes in such case made and provided:—At which said meeting the following members are present, to wit:—The Warden, Walton Smith, Esq., Mayor of the Municipality of Onslow; Walter Russell, Mayor of the Municipality of Bristol; John Dale, Mayor of the Municipality of Clarendon; James McG. Roney, Mayor of the Municipality of Portage-du Fort; Walter Rimer, Mayor of the Municipality of Bryson: Thomas McVee, Mayor of the Municipality of Litchfield; Simon McNally, Mayor of the Municipality of Calumet Island; Terence Smith, Mayor of the Municipality of Allumette Island; John T. Coghlan, Mayor of the Municipality of Waltham; W. J. Poupore, Mayor of the Municipality of Chichester; Wm. Hayes, Jr., Mayor of the Municipality of Sheen; Geo. Palmer, Mayor of the Municipality of Leslie; Alex. Proudfoot, Mayor of the Municipality of Mansfield:—And forming a Quorum thereof, the said Council, under the Presidency of the said Warden, have ordained and enacted, subject to the consent of the Electors of the said County duly qualified by law to vote in approval or disapproval of said By-law first had and obtained, in the manner provided for in and by the Municipal Code of the Province of Quebec, and of the statutes in such case made and provided, and do hereby ordain and enact as follows:—

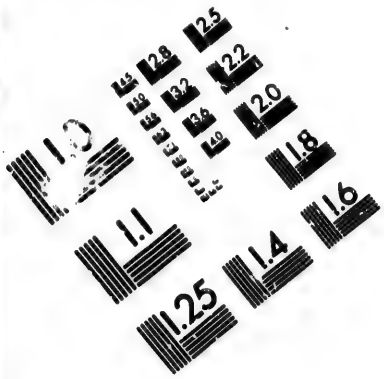
SECTION 1. Upon the terms and conditions hereinafter stipulated, and provided for, the Warden of the said County shall be and he is hereby authorized and required for and on behalf and in the name of the said Corporation to subscribe for and take fifteen thousand shares of stock in the said Montreal Northern Colonization Railway Company, and the said terms and conditions are as follows:

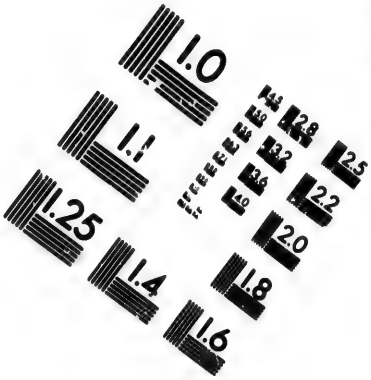
SECTION 2. The amount of the said subscription shall be payable in debentures of the said Corporation which debentures shall be for an amount of one hundred dollars each, and shall be payable in twenty-five years from the date of their issue respectively, bearing interest at six per cent per annum, said interest payable half-yearly on the first days of January and July in each year, at the Merchants Bank of Canada, at Ottawa, and such debentures shall rank equally upon the taxable real estate in the said county, notwithstanding they may bear different dates; and such debentures shall be accepted by the Company at par in payment of the said subscription.

SECTION 3. For the purpose of securing due application of the said subscription to the construction of the said Railway in the manner most favorable to the interests of the said county,

a. The Company will be bound within one year from the passing of this By-Law to ascertain after exploration what length of road the Company shall find practicable to build in the said county of Pontiac, and such extent of the said road to be built in the said county having been so decided upon and notification of the same given by the Company to the Warden of the said county, the amount of this present By-law divided by the number of miles of such length of railway decided to be built shall be payable to the said Company in the manner hereinafter mentioned as the work of the said railway progresses; the intention of this by-law being that the amount of its said subscription shall be payable in equal proportion for and by every mile of road to be built in said county; such payment however not to exceed fifty per cent of the value of work done and materials furnished on the line, and not to exceed three thousand dollars on any one mile thereof.

b. Such payments on account shall be made monthly, as the work progresses upon the certificate of the Company's Engineer, which may be verified, if required by the corporation, by an Engineer to be





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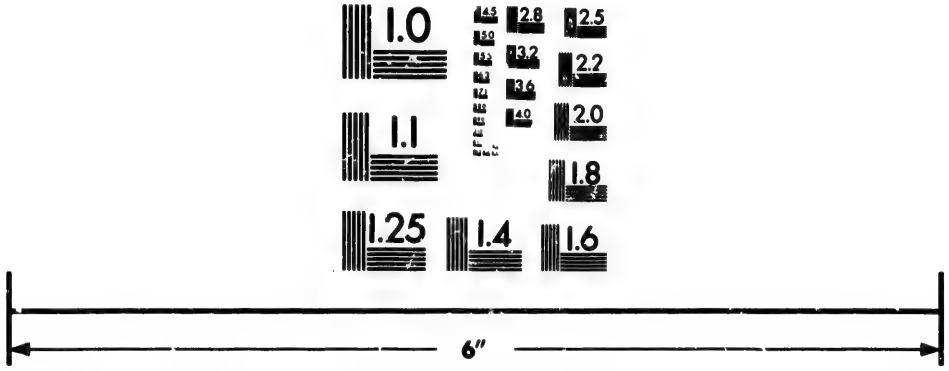

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selected by the Municipal Council of the said county.

c. The remainder of such subscription if any shall be payable upon the completion of the said Railway in running order with rolling stock and appurtenances sufficient for the effective working thereof, said line to be commenced on or before the first day of July, Eighteen Hundred and Seventy-four, and to be in running order, on or before the first day of December, in the year Eighteen Hundred and Seventy-six.

SECTION 4. In the construction of the said railway, the bridges over the several rivers along its route shall be built with substantial stone piers. The rails if of iron shall not be less than sixty pounds weight per lineal yard, and if of steel not less than forty-eight pounds per lineal yard, and the railway generally and its appurtenances shall be equal in quality, material and construction to the St. Lawrence and Ottawa Railway.

SECTION 5. For the purpose of paying the interest on the said debentures, and for the purpose of establishing a sinking fund of two per centum per annum upon the amount of such subscription over and above the interest thereon, a special rate or assessment is hereby imposed upon the taxable real estate in the said county of Pontiac as follows:—The said rate or assessment shall be, for every one hundred dollars of the assessed value of said real estate, forty one cents in the hundred dollars for the current financial year in which shall be commenced the work of the construction of the said railway within the said county of Pontiac, and eighty-two cents in every one hundred dollars for the following and every subsequent financial year until the said debentures are paid in full.

SECTION 6. The said special rate or assessment shall be due and payable the same as all other rates, taxes and assessments which the said Corporation is authorized to impose, provided always that in the event of an increase in the value of rateable real

estate of the said county or of a dividend being received from the said railway company upon the stock so to be subscribed for; the said corporation of the said county may gradually reduce the said special rate or assessment, and in the latter case such dividends shall be applied to the payment of the interest on the said debentures and to the sinking fund aforesaid.

BY-LAW OF THE PARISH OF ST. JERUSALEM D'ARGENTEUIL, (LACHUTE.)

BY-LAW No. 5.

By-Law to authorize the Corporation of the Parish of St. Jerusalem d'Argenteuil, in the County of Argenteuil, in the District of Terrebonne, to aid in the construction of the Montreal Northern Colonization Railway to the extent of Twenty-five Thousand Dollars Currency, by granting the said sum to the "Montreal Northern Colonization Railway Company" as a bonus, and to pay the same in Bonds or Debentures, and to impose a yearly rate to pay the interest thereon, and to provide for a Sinking Fund.

WHEREAS it is the opinion of the Municipal Council of the Corporation of the Parish of St. Jerusalem d'Argenteuil, in the County of Argenteuil, in the District of Terrebonne, in the Province of Quebec, that the inhabitants of the Municipality of the said Parish of St. Jerusalem d'Argenteuil, are sufficiently interested in the Railway which the Montreal Northern Colonization Railway Company are authorized to construct, to warrant the said Municipal Council in granting assistance in the Construction of the said Railway by giving the sum of Twenty-five Thousand Dollars Currency as a Bonus to the said Railway Company and to pay the same in Bonds or Debentures and two per cent over and above such interest as a Sinking Fund.

The said Council of the said Corporation of the Parish of St. Jerusalem d'Argenteuil, at a general monthly session thereof, held in the Council Room, in the Court House in Lachute, in the said Parish of

St. Jerusalem d'Argenteuil, on Monday, the third day of the month of February, eighteen hundred and seventy-three, in conformity with the provisions of the Municipal Code of the Province of Quebec, at which session were present:—The Mayor, Thomas Barron, Esquire, and the following Councillors: William McOuat, Andrew Walker, Patrick S. Dunbar, and James Fish, forming a quorum of the Council, under the presidency of the Mayor, doth ordain and enact, and it is hereby ordained and enacted by By-Law of the said Corporation, subject to the consent of the Electors of the said Municipality, duly qualified to vote in approval or disapproval of said By-Law, as follows:—

I. Upon the terms and conditions hereinafter provided for and stipulated, the Corporation of the said Parish of St. Jerusalem d'Argenteuil, shall and doth hereby promise and oblige itself to aid in the construction of the said Montreal Northern Colonization Railway by giving and granting the sum of Twenty-five Thousand Dollars Currency, as a *Bonus* to the said Railway Company, and the said terms and conditions are as follows:—

[*a*] The said sum or bonus of Twenty-five Thousand Dollars Currency, shall become due and payable to the said Railway Company whenever and as soon as the said Railway shall have been constructed and completed through the said Municipality of the Parish of St. Jerusalem d'Argenteuil, and in running order and carrying freight and passengers from the station thereof in the said Parish of St. Jerusalem d'Argenteuil to the City of Montreal, provided always that the main or trunk line of the said Railway be so located as to pass within half a mile from the Court House in the Village known as the Village of Lachute, in the said Parish of St. Jerusalem d'Argenteuil, and a depot or station of the said Railway to be built as hereinafter mentioned.

[*b*] A depot or station of the said Railway shall be built and established by the said Railway Company on the south or village side of the North River in the

said Parish of St. Jerusalem d'Argenteuil, and within half a mile from the Court House in the said Village of Lachute, in the said Parish.

[*c*] The said Corporation of the said Parish of St. Jerusalem d'Argenteuil shall have the right of paying the said sum or Bonus of Twenty-five Thousand Dollars Currency in Bonds or Debentures, which shall be taken at par by the said Railway Company, and the Mayor of the said Municipal Corporation shall be and he is hereby authorized and required to sign and execute in the name of the Council of the said Corporation, the said Bonds or Debentures, and to issue and deliver the same to the said Railway Company, on the fulfilment by the said Railway Company of all the above mentioned terms and conditions, but not otherwise.

[*d*] In the event of the Corporation of the County of Argenteuil subscribing or taking Stock in the Capital Stock of the said Railway Company, or of granting a Bonus to the said Railway Company, then the grant or bonus of the said Municipal Corporation, made by this By-Law, will be reduced proportionately, and in such case the present grant or bonus will be valid or binding only above the proportion this Corporation may be called to pay in virtue of such County By-Law.

II. The Bonds or Debentures to be issued by the said Municipal Corporation of the Parish of St. Jerusalem d'Argenteuil, shall be for an amount of One Hundred Dollars each, payable in twenty-five years, and bearing interest at six per centum per annum, said interest payable semi-annually, at the Merchants' Bank of Canada in Montreal.

III. For the purpose of paying the interest upon the said Bonds or Debentures, and for the purpose of establishing a Sinking Fund of two per centum per annum upon the amount of the said Grant or Bonus of Twenty-five thousand dollars currency, over and above the interest thereon, a special rate or assessment is hereby imposed upon all taxable real property in

the said Municipality of the said Parish of St. Jerusalem d'Argenteuil, as follows:—

The said rate or assessment, shall for every one hundred dollars of the assessed value of the said taxable property, be of Ninety-two cents for the year in which the foregoing conditions of the present By-Law shall have been fulfilled, and for each and every subsequent year until the full payment of said Bonds or Debentures, provided that the total amount of the Valuation Roll then in force in the said Municipality shall not be greater than that of the Valuation Roll in force at the time of the passing of the present By-Law, and in case of increase in the total amount of such Valuation Roll, the above rate or assessment shall be reduced proportionately.

The said special rate or assessment shall be due and payable the same as all other taxes and assessments which the said Municipal Council is authorized to impose.

THIRD AMENDMENT TO THE CHARTER.

36 VICTORIA, CAP. LXXXII.

An Act to empower the Montreal Northern Colonization Railway Company to extend its line from Deep River to a point of intersection with the proposed Canadian Pacific Railway; and also to extend its line to Sault Ste. Marie, the Georgian Bay and Lake Superior, or to unite its line with any line of Railway extending to the points above mentioned.

[Assented to 23rd May, 1873.]

WHEREAS the Montreal Northern Colonization Railway Company have by their petition represented, that it is desirable that they should be permitted and authorized to continue their line of Railway to the terminus of the Canadian Pacific Railway, and also to be authorized to extend their line of railway to Sault Ste. Marie, the Georgian Bay and the navigable waters of Lake Superior, and to unite or amalgamate with any line of railway going to the aforesaid places, and have prayed that an Act be passed amending their Act of Incorporation in these respects; and whereas it is expedient that the prayer of the said petition be granted: Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

1. The Montreal Northern Colonization Railway is hereby declared to be a work for the general advantage of Canada.

2. The Montreal Northern Colonization Railway Company may continue its line from any point on the North Shore of the Ottawa River, in the County of Pontiac, across the said Ottawa River, and for that

purpose construct a Railway Bridge over the waters of the said Ottawa River, and thereafter to the eastern terminus of the Canadian Pacific Railway, or to a point on the line of the said Canadian Pacific Railway within sixty miles of its terminus, or to any line of railway to be built and connecting with the said Canadian Pacific Railway, and by which the Montreal Northern Colonization Railway Company might obtain access to the Canadian Pacific Railway.

3. The said Company is also authorized and empowered to continue its line of Railway to Sault Ste. Marie, the Georgian Bay, north of French River, and to the navigable waters of Lake Superior, and to unite or amalgamate with any line of railway to be built and running to the aforesaid points, and also to construct and operate a telegraph line along the whole of its line of Railway.

4. The Montreal Northern Colonization Railway Company is hereby authorized to build a bridge across the branch of the Ottawa River known as the Rivière-des-Prairies, at any point between the head of the rapids known as the *Rapides du Gros Sault* or *du Moulin du Crochet*, and the bridge known as the Lachapelle Bridge at L'abord-à-Plouffe, the spans of the said bridge to be similar to those that the said Company has been heretofore authorized to build; but the spans over the main channel shall not be less than two hundred feet. The Company shall erect suitable guide-booms and piers above such bridge, if required by the Governor in Council, and plans of the said bridge, guide-booms, piers and the location thereof shall be submitted for the approval of the Governor in Council.

5. The continuations of the said railway, and the bridges in the line thereof, and other works authorized by this Act, are and shall be held and deemed to be railways or a railway to be constructed under the authority of a special Act passed by the Parliament of Canada; and the Montreal Northern Colonization Railway Company shall be held and deemed to be a Company incorporated for the construction

and working of such railways or railway, according to the true intent and meaning of "The Railway Act, 1868."

6. From and after the passing of this Act, parts first and second of the Railway Act, 1868, shall apply to the whole line and extended line of the Montreal Northern Colonization Railway from Mile-End to Deep River, and to all the branches, continuations and extensions thereof, and to the Montreal Northern Colonization Railway Company as incorporated for the construction and working thereof, as fully and effectually to all intents and purposes as the same apply to the railways or railway authorized by this Act or to any other railway constructed or to be constructed under the authority of any act passed by the Parliament of Canada, and to any Company incorporated by any such Act, for the construction and working of any such railway; and no part or portion of the Quebec Railway Act, 1869, shall apply to the said railway or any part thereof or to the said Company.

7. From and after the passing of this act the act passed by the Legislature of the Province of Quebec in the thirty-second year of Her Majesty's reign, intituled, "An Act to incorporate the Montreal Northern Colonization Railway Company," and the act passed by the same Legislature in the thirty-fourth year of Her Majesty's reign, intituled "An Act to grant additional powers to the Montreal Northern Colonization Railway Company and for other purposes", shall be read and construed and have effect as if the words "Governor General in Council" were substituted for the words "Lieutenant-Governor in Council;" the words "Secretary of State of Canada" for the words "Provincial Secretary;" the words "Minister of Public Works" for the words "Commissioner of Public Works of Quebec;" the words "Canada Gazette" for the words "Official Gazette" or "Quebec Official Gazette;" the words and figures "The Railway Act, 1868," for the words and figures "The Quebec Railway Act, 1869," and

the words and figures "The Canada Joint Stock Companies Clauses Act, 1869," for words describing the Act of the Legislature of the Province of Quebec 31 Victoria, chapter 24 "The Joint Stock Companies general clauses Act," whenever the same respectively occur in either of the said acts. And the said acts, so read and construed and taking effect, shall be held and deemed to be special acts according to the intent and meaning of the Railway Act, 1868, and part first of the said last mentioned act shall, so far as applicable to the undertaking, and except as expressly varied or excepted by the said special acts, or either of them, be incorporated with the said special acts, form part thereof, and be construed therewith as forming one act, and no part of the Quebec Railway Act, 1869, shall be incorporated with the said special acts, or either of them, or form part thereof, or be construed therewith as forming one act.

DEPOT AND WORKSHOPS AT HOCHELAGA.

34 VICTORIA CAP. XXXVII.

An Act to amend the Acts relating to the Corporation of the City of Montreal, and for other purposes.

[Assented to 24th December, 1870.]

Limits of the Corporation may be extended in a certain case, and subject to certain conditions.

7. If any railway shall have its terminus or workshops in the eastern section of the said City, and shall connect the same with the harbour by a line running into the Municipality of Hochelaga, or shall have its terminus and workshops within the said Municipality, the limit of the said City may in that case be extended by the Corporation of Montreal to a line to be drawn at a distance of ten arpents to the eastward of the point where such line joins the harbour or where such workshops may be constructed and running from the River St. Lawrence parallel with the present line until it strikes a prolongation of the northern boundary line of the City; but, before any portion of the Municipality of Hochelaga is included within the limits of the said City of Montreal, the rate-payers of that portion must declare by a vote of the majority that they desire to be included within said limits, but this shall only take place after the By-law, to be made by the City Council of Montreal, authorizing any subscription in favor of the said railway, shall have been voted upon and finally disposed of.

JUDICIAL DECISIONS

CONCERNING THE BY-LAW OF THE CITY OF MONTREAL.

The first judgment which it is interesting to mention here is that of His Honor Judge Baudry, rendered on the 27th April 1872, on a Petition praying that the officers of the Corporation of the city of Montreal, be ordered not to submit the By-law to the electors of the city, but to suspend all proceedings thereon until the final judgment of the Court.

The judgment was pronounced in french; we give here a translation of it:

"After taking cognizance of the above Petition, and of the deposition of the said Petitioner accompanying the said petition which prays for a provisional injunction on Defendants and all their officials and namely on the City clerk and all deputy-returning-officers and poll-clerks, to suspend all proceedings connected with the voting by the electors on the By-law passed by the Council of the aforesaid Corporation under No. 59, in order to authorize the Mayor to subscribe and take shares in the Northern Colonization Railway, we, judge of the Superior Court for Lower-Canada, Considering that the said Petitioner declares that the object of the action brought by him is to prevent the By-law of the Corporation mentioned therein being submitted to the electors or that a poll be asked and granted, on information received by him that said By-law is illegal; Considering that the law recognizes only in the Attorney-General of Her Majesty for Lower-Canada, the right of proceeding against a Municipal Corporation which violates its charter or

usurps powers not belonging to it; Considering that private individuals may not, of their own accord, arrest the proceedings of municipalities, nor prevent the discussion or voting by such municipalities, or the members thereof, on measures submitted to them for the general interest, and that their sole recourse can take place only when an attempt is made to execute to their detriment, the illegal procedures of such municipalities; Considering that the said Petitioner by no means shows that it is urgent to arrest the proceedings of the Defendants to obtain the ratification of the electors necessary to give effect to the By-law adopted by the said Defendants and of which the said Petitioner complains; Considering that it will be only the result of this voting, if it confirms the By-law submitted, which will be a thwarting of right (*trouble de droit*), and which can encroach on the rights claimed by the said Petitioner, rights which are besides protected by his action; Do reject the said petition in as much as it demands a suspension of the said voting." 1

The eleventh of May, 1872, His Honor, Judge Torrance, rendered the following judgment on a petition praying for an order of the Court ordering

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1 The original text of the judgment reads as follows :

"Après avoir pris communication de la Requête ci-dessus, cédule de la déposition du dit Requérant qui accompagne la dite Requête, tendant à faire enjoindre provisoirement aux défendeurs et à tous leurs officiers et nommément au greffier de la cité et tous députés-officiers-rapporteurs et clercs de poll, de suspendre tous procédés sur la votation par les électeurs du Règlement adopté par le Conseil de la Corporation susdite sous le No. 59, aux fins d'autoriser le Maire à souscrire et prendre des parts ou actions dans la Compagnie du chemin de fer de Colonisation du Nord, nous, juge de la Cour Supérieure pour le Bas-Canada. Considérant que le dit Requérant déclare que l'objet de l'action par lui intentée est d'empêcher que le Règlement de la Corporation y mentionné ne soit soumis aux électeurs ou qu'un poll soit demandé et accordé, sur l'information qu'il a reçue que le dit Règlement était illégal; Considérant que la loi ne reconnait qu'au Procureur-Général de Sa Majesté pour le Bas-Canada le droit de procéder contre une corporation municipale qui viole sa charte ou usurpe des pouvoirs qui ne lui appartiennent pas; Considérent que les individus privés ne peuvent de leur chef, arrêter les procédés des municipalités, ni empêcher la discussion ou la votation par telles municipalités, ou les membres d'icelles, des mesures qui leur sont soumises dans l'intérêt général, et que leur seul recours ne peut avoir lieu que lorsque l'on tente de mettre à exécution à leur détriment, les procédures illégales de telles municipalités; Considérant que le dit requérant ne fait aucunement voir qu'il y ait urgence à arrêter les procédés des défendeurs pour obtenir la ratification des électeurs nécessaire pour donner effet au Règlement adopté par les dits défendeurs et dont se plaint le dit requérant; Considérant qu'il n'y aura que le résultat de cette votation, si elle confirme le Règlement soumis, qui sera un trouble de droit et qui pourra donner atteinte aux droits réclamés par le dit requérant, droits qui sont d'ailleurs sauvegardés par son action; Renvoyons la dite Requête en tant qu'elle demande de suspendre la dite votation."

the Mayor of the City of Montreal to postpone subscribing and taking stock in the said Railway Company:

"I, the undersigned judge, having heard the parties, Plaintiff and Defendants, on the merits of the Petition of said Plaintiff presented yesterday, the 10th May, praying that an order do issue ordering the Defendants and all their officers, including the said Mayor to take no further proceedings under the By-law passed by said Defendants in Council assembled, numbered fifty-nine and more fully described in the Declaration in this cause fyled, until the final judgment upon the present action shall have been rendered, and in particular ordering the said Mayor to postpone subscribing and taking stock in the Railway Company mentioned in the said Declaration; having examined the proceedings and deliberated; Considering that the circumstances of this case do not justify the granting of the prayer of said petition, do reject it."

The Honorable Judge accompanied his judgment with the following remarks:

"The Plaintiff began an action against the Defendants on the 22nd April, complaining of a by-law proposed to be passed, by which his real estate, valued at $440,000 and upwards, would be hypothecated and his moveables subject to seizure; and praying, for reasons given, that the Defendants be ordered to abstain for the present from taking any further proceedings in and about the by-law.

"The Plaintiff yesterday presented a petition praying for an order ordering the Defendants and their officers not to proceed further with the by-law until final judgment; and in particular, ordering the Mayor to postpone subscribing and taking stock in the Railroad Company in the name of the City of Montreal.

"The Bar know well that we have not in the Province of Quebec a law of injunctions like what is established in England, in Ontario and in most of the

United-States. It is, indeed, a source of regret with many that our jurisprudence is wanting in some of those remedies which are of ordinary occurrence in other systems. To quote the words of T. Bonjean, "Traité des Actions," p. 2.:—

"Sous ce rapport, le droit français est bien moins "complet que le droit romain. Notre législation est "plus *répressive* que *préventive*; si nous avons tou- "jours le droit de demander réparation pour le dom- "mage accompli, nous n'avons que fort rarement "celui d'exiger des garanties contre le dommage "imminent. On a craint sans doute qu'une telle "faculté ne dégénérât en tracasseries vexatoires.

"There are, however, some cases in which a judge, in a case of urgency, is justified in giving what is called a provisional order. From the numerous authorities cited by the Respondent in appeal, in the case of Stephens *vs.* The Mayor, *et al*, I cite the following:

"1 Pigeau, 287.—"Les provisoires sont ceux par "lesquels les juges, voyant que la contestation pourra "être longtemps à se décider, et que sa durée pour- "rait produire des inconvénients, y obvient en ordon- "nant ce qu'exigent d'eux les circonstances parti- "culières, statuent ce qu'ils estiment convenable, en "observant toutefois de n'accorder le provisoire que "lorsqu'il y a danger de ne pas faire autrement.

"Again, Id, p. 110—"Le juge doit bien peser les "circonstances, examiner les raisons des parties, "souvent leur solvabilité, et toujours les suites de la "décision qu'on lui demande.

"We see here that the judge is bound to exercise a discretion, and a wise and prudent discretion, in giving an order in cases where danger may arise from failure to give such order.

"The case of Stephens *vs.* The Mayor, *et al*, S. C. No.—has been cited in support of the present application. There Mr. Justice Mondelet gave an order pending an action to set aside an assessment, by which order a levy of the assessment on the Plain-

tiff's goods was prohibited, pending the action. The order complained of what was brought in appeal and there confirmed. It is to be observed the effect of that order was simply to suspend the operation of the assessment as regards the petitioner, but not as regards the citizens generally.

"Is this such a case as would justify the suspension of a by-law which is to affect, not only the Plaintiff, but also a multitude of other persons, and, in fact, a whole community? The grievance of the Plaintiff at the present time is, that a by-law is about to pass by which his moveables will be liable to seizure, and his immoveables will be hypothecated, for this year, to the amount of 1-2000, or $120 on $240,000; in 1873, of $300; and in subsequent years of $432.

"Be it remembered that the order of the Judge must be based upon a wise and prudent discretion. On a careful consideration of the circumstances I have no hesitation in coming to the conclusion that I would not be justified in giving an order, the effect of which would be to paralize for an indefinite period the movements of an entire community. When an attempt is made to enforce the by-law as regards the Plaintiff's individuality, the precedents in Stephens' case may apply to the extent of protecting him from annoyance, pending the suit. To go further than this might be in some cases, and probably in this instance, to sacrifice the interests of many who regard the matter from a different point of view, to the will and determination of a single individual. Not a single precedent applicable to the precise case under consideration has been cited, and I do not think that a judge, as an administrator of our laws, should give a provisional order in such a case. The petition is therefore rejected."

On the 30th of June 1873, His Honor Judge Johnson rendered the last judgment recorded up to this date on this matter and dismissed the action of Molson vs. The Corporation of Montreal, by which the legality of the City By-law had been attacked and

tried. His Honor made the following remarks when pronouncing the judgment:—

"This case seems to be invested with whatever importance may attach to the subject of what is popularly called "the million by-law;" but the questions before me are certainly not complicated, and can hardly be considered doubtful. This by-law is alleged in the declaration to have been passed by the Council on the 3rd of April, 1872, and one of its provisions, among a great number of others not necessary to refer to now, was that, subject to the consent of the qualified electors of the City of Montreal first had and obtained, in the manner provided by law, the Mayor should be authorized to subscribe for one hundred thousand shares of stock in the Montreal Northern Colonization Railway Company, upon the terms, and conditions subsequently detailed at great length in the by-law in question, and another provision was that a special rate or assessment was to be imposed upon all rateable real property in the city for the purposes contemplated by the by-law. The declaration further avers that this by-law was published for the first time on the 5th of April, 1872, and was to be submitted to the vote of the rate-payers on the 27th, and concludes with the prayer that the Corporation and its officers may be ordered to abstain from taking further proceedings until final judgment in this cause, and that the by-law be annulled as illegal, upon the grounds (amongst others) that the Council cannot by law authorize the subscription of, nor borrow, nor issue debentures for $1,000,000, nor make an assessment for the same, and had no power to take shares; and, in fact, exceeded their powers in all the principal enactments and provisions of this by-law. The defendants plead, 1st, a demurrer to the declaration—denying, in their reasons in support of this plea, that any right of action accrues to any private person for the causes set forth in the present demand; such right of action belonging under special provisions of law, to Her Majesty's Attorney-General only—and not to any individual member of the community, except in the case of actual trespass

against his person or property, a thing not even alleged to have occurred in the present instance, the action having been taken on the 25th of April, and the vote being appointed for the 27th, so that it could not be effectual for any purpose at the time the action was instituted, and might, [for all that could be then known to the contrary) be negatived by the popular vote. By a second plea the defendants set up specially, that at the time of the action the plaintiff had no interest whatever in bringing it, the by-law not having at that time the force of law, which it could only acquire after the vote of approval. Issue is joined upon both these pleas, and in both the same question is presented, as far as the existence of the right of action *at that time* is concerned; the point as to the existence of a right of action in a private individual being raised only by the demurrer to the Declaration. I am of opinion that the demurrer to the declaration should be maintained; and that the Plaintiff's demurrer to the exception, which raises by itself the other point involved in the demurrer to the action, should be dismissed, and therefore that judgment must go for the Defendant upon both issues. On the first point, articles 997 and 1006 of the Code of Procedure are plain in their provisions: the 1st, that where any corporation or public body exercises *any power that does not belong to it*, the action is vested in Her Majesty's Attorney-General in every case of public general interest. The other article is clear in restricting the rights of individuals to the cases there mentioned; and subsequent articles, down to 1021 define the mode of proceeding. This is clearly a case of public general interest where the proceeding should have been taken in the discretion of the Attorney-General; and not one of the cases where a private individual had a right of action; the ground of action being alleged to be excess of power, and want of power on the part of the Corporation to do what it did. On the second point, raised by the demurrer to the exception, it is to be observed that the by-law was, as far as the Council alone could deal with it, before the approval of the electors, passed on

the 3rd April. The declaration avers that the 27th was fixed for the vote; and before it could be ascertained whether it would ever have effect as law or not, viz., on the 22nd of April, the action is brought. The cases of McDougall and of Stephens, referred to in argument, are not only clearly distinguishable from the present, but cannot possibly be confounded with it in point of principle. McDougall's case decided that there was no wrong without a remedy. Here there is no wrong at all, and nothing to be remedied at present. There is only a complaint of a prospect of wrong which may be remedied when it arises. You must stop somewhere. Could this action be brought while the By-law was being debated? If not, the same reason applies why it should not be brought before the vote, viz: that it must have the form of law before it can be questioned. The plaintiff cannot say that he is deprived of the same protection as McDougall or Stephens, when he does not ask the same protection, nor wait to be in a position to ask it. Demurrer to declaration maintained for reasons therein stated. Demurrer to exceptions dismissed, and action of plaintiff dismissed with costs."

THE CONTRACT WITH MESSRS. MACDONALD & CO.

On this twenty-fourth day of the month of July, in the year of our Lord, one thousand eight hundred and seventy-three;

Before Mtre. Louis Napoléon Dumouchel, the undersigned Public Notary duly commissioned and sworn, practising and residing in the City and District of Montreal, in the Province of Quebec, in the Dominion of Canada;

CAME AND APPEARED:

"The Montreal Northern Colonization Railway Company," a body politic and corporate, duly incorporated by an Act of the Legislature of the Province of Quebec aforesaid, passed in the thirty-second year of Her Majesty's Reign, chapter lv, entitled "An Act to incorporate 'The Montreal Northern Colonization Railway Company,'" and subsequently amended by an Act of the same Legislature passed in the thirty-fourth year of her Majesty's Reign, chapter xxiii; which said Railway Company has moreover obtained in its favor certain Legislative enactments important to be referred hereto, both in the Local Legislature of the said Province of Quebec and in the Parliament of the Dominion of Canada to wit: specially by the Quebec Acts, 32 Victoria, chapter lii; 33 Victoria, chapter xxxv; 34 Victoria, chapter xxi; 35 Victoria, chapter xxii; 36 Victoria, chapter xlii, and by Act 36 Victoria, chapter lxxxii of the Parliament of Canada; herein styled the Company for the purposes of these presents; represented and acting by Sir Hugh Allan, of Ravenscraig, Knight,

President of the said Company, and by Edouard Lefebvre de Bellefeuille, Esquire, Secretary-Treasurer of the same; both duly, in that behalf, authorized by a resolution of the Board of Directors of the said Company, passed and adopted at a regular meeting of the said Board duly called and held in the City of Montreal, on the 22nd day of July instant (1873); a duly certified copy whereof has remained annexed to these presents, after having been signed *ne varietur* by the said parties and the undersigned Notary;

Parties hereto of the first part.

And Duncan Macdonald, of the City of Montreal, in the said Province of Quebec, Esquire, and Harry Abbott, of the town of Brockville, in the Province of Ontario, Esq., Contractors and co-partners, carrying on business as such under the name, style and firm of "Duncan Macdonald & Co.," the Contractors,

Of the second part.

Whereas, the said Company, by said Acts of incorporation, and subject to the provisions in said Acts set forth, was authorized and empowered to construct and build a railway from the city of Montreal to the village of Aylmer, together with a branch line leaving the main line at some suitable point at or near the village of Ste. Therese, in the county of Terrebonne, and proceeding thence to the village of St. Jerome, all in the Province of Quebec;

Now, therefore, these presents and the said notary witness that the parties hereto have covenanted, agreed and contracted, and they do hereby covenant, agree and contract to, and with each other, as follows, to wit:—

The said Contractors, for the considerations hereinafter undertaken by the said Company, do hereby jointly and severally, as such co-partners, as aforesaid, agree and bind themselves to pay the Company the expenses of survey and locating of the line, and branch, together with all expenses of engineering

and superintendence, until the completion of the works, and to construct and complete in a substantial and workmanlike manner the said railway from the said city of Montreal to the village of Aylmer, together with the branch line to St. Jerome, aforesaid, with all bridges, piers, abutments, farm crossings, gates, drains, culverts, cattle-guards, fences, depots, stations, engine-houses, walls, iron rails and fastenings, ties, ballasting, sidings, turn-tables, water-stations, right of way and ground for station purposes, rolling stock and locomotive engines, and to erect a single wire telegraph, with all other works therewith connected and belonging to, or forming part of a railway and its equipment, and to deliver the same to the Company finished in perfect running order; and for that purpose the Contractors bind themselves to furnish and provide, at their own costs and charges, all workmen and all materials of every kind of the best quality, and all implements, tools, apparatus, the whole as may be requisite for the construction and completion of the said road and branch line, or which may be incidental thereto, or connected therewith, and to procure, purchase and pay for the right of way and land necessary for the construction of the said railway and branch, and for all stations, engine-houses and all other works, and all legal and other expenses and damages in obtaining such lands and to convey the said lands to the company, as hereinafter provided. The whole to be of the best materials and workmanship, equal to a first class railway, say, for instance: "The Great Western Railway of Canada;" and in the performance of all and every one of the said works, the said Contractors bind themselves to conform to the provisions of law and municipal by-laws in aid of the road binding on the said company in relation to said works.

It is understood, however, that the erection of the station buildings at Montreal is excepted, and will not be performed by the said Contractors.

The freight houses, engine houses, car sheds, wood sheds, water tanks, and repair and machine shops, &c., &c., &c., required at other stations along the line,

will be erected by the Contractors, according to the plans and specifications to be furnished by the Chief Engineer, and must be equal, in every respect, to those at present existing on the Great Western Railway of Canada.

The whole of the said works to be commenced, carried on, and completed in accordance with the specifications hereto annexed, made by Charles Legge, the Chief Engineer of the said Company, and signed by the parties hereto, and the said Notary, *ne varietur*, which are hereby declared to form part of this contract; and all such works shall be so carried on, subject to superintendence and control, and in accordance with the instructions and directions of the Company's said engineer, and to be subject to his approval or rejection.

The precise location of this line of railway and branch line shall be determined upon and definitely fixed by the said engineer; its general direction being as described in the accompanying specification, and in the general survey thereof made, and shall be adopted by the contractors. And it is further agreed that the precise course to be selected for the said line of railway and branch, which has been generally surveyed but not definitely fixed, and the line and location thereof shall be finally fixed by the said engineer under the directions of the Board of Directors.

That in the event of the Company acquiring and using all or any portion of the Carillon and Grenville Railway, a deduction from the mileage rate, payable by the Company to the Contractors under the contract will be made in proportion to the value of the work so acquired from the Carillon and Grenville Railway Company; which value will be determined by the Chief Engineer of the Montreal Northern Colonization Railway Company.

That the bed of the road of the said railway and branch so to be made as aforesaid, shall, wherever, and so far as practicable and consistent with the proper and convenient construction of the railway, be higher than the surface of the land adjoining the

railway, so as to facilitate the removal of the snow from the railway. The grade lines will in all cases be determined by the said Engineer in order to comply with the above requirement.

That the Company will, at all times, during the progress of the works, when required by the Contractors to do so, put in force all the powers, authorities and privileges belonging to them for the benefit and advantage of the Contractors, and so as to assist and enable the contractors to construct the said railway and branch, and will further, during the continuance of the said contract, keep up the organization of the Company as required by law; the Contractors agreeing to pay the sum of twelve thousand dollars, ($12,000) currency of Canada, per annum, and payable quarterly in advance from the first of July, one thousand eight hundred and seventy-three, during the said continuance of contract in full for all expenses for the purpose of keeping up the organization of said Company, for which the Company will hand over bonds of company at seventy-five or twenty-five per cent discount.

That the said Contractors will pay the interest on the bonds of the Company, pending the construction of the railway and branch, the Company agreeing to supply the said contractors with the necessary amount of bonds to make up this interest at the same rate as mentioned in the tender, to wit: at seventy-five per cent, or twenty-five per cent discount.

That the said Contractors will cash an additional number of Company's bonds out of the first issue thereof, for the station houses, freight sheds, wood sheds, water tanks, engine and car sheds, engine and repair shops at Montreal, the land required therefor, preliminary expenses, &c. &c., and for any exigencies or contingencies not contemplated by the contract, for which the Company will pay over to the contractors a similar amount of company's bonds at twenty-five per cent discount, provided always that the total issue of such bonds does not exceed the amount hereafter named.

That the said Contractors will pay over to the Company the amount required for survey and locating the railway and branch, and for engineering services and superintendence.

That if any portion of the line shall be completed so as to be ready for traffic before the completion of the whole railway, it shall be at the option of the Contractors to use such portions and to work the same at their own risk and for their own benefit.

The said Contractors shall be bound to commence the work on or before the first day of September, one thousand eight hundred and seventy-three, and to finish and complete the entire line and branch with all the necessary adjuncts of rolling stock and appurtenances whatsoever, in perfect running order for working traffic over the same, on or before the first day of October, one thousand eight hundred and seventy-five (1875.)

That, if at any time it should appear from the reports of the Chief Engineer, and to the satisfaction of the Company, that the Contractors are not prosecuting the work with sufficient force or diligence to secure its completion by the time above specified, the Company will have the right to annull and put an end to the contract, and to take possession of the works without any litigation or legal process, within forty-eight hours after having notified the contractors by notarial protest served either at the office of the Contractors in Montreal or deposited in the post office at Montreal to the address of the said contractors.

In consideration of the premises and obligations hereby undertaken by the said Contractors, the said Company hereby agrees and binds itself and promises to pay to the said contractors, their heirs, executors, administrators and assigns in manner hereinafter mentioned the sum of twenty-nine thousand seven hundred and fifty dollars ($29,750) for each and every mile of the said main line and branch road, including sidings as specified; but such sidings shall not be included or charged for in the length of line.

to be paid for, for the full completion thereof; the said sum of twenty-nine thousand seven hundred and fifty dollars, currency of Canada, per mile, being the price agreed on by the said Contractors and said Company, and being based upon approximate surveys and calculations made for the said roads and branch, and which is assumed as the basis on which the present contract is entered into.

And the said Company further promises to pay, as extra work for all work, of whatever nature, done under this contract, which shall have been done by the contractors over and above the average work done on a first class railway (the Great Western Railway of Canada, for instance), such increase or excess of work to be established by the Company's engineer, should any such extra work be ordered by the Company.

In the event of the Company deciding to use steel rails in place of iron rails for the permanent way, the Contractors will be allowed the difference in price between the iron and steel at the time of purchasing the same; or in the event of the Company deciding to use iron bridges, or bridges partly iron and partly wood, as described in the specifications, then, the Contractors will build the same according to the Engineer's directions and be paid the extra cost as determined by the Engineer between bridges of this class and those of the Howe Truss principle, built in wood and described in the specification

And in as much as the length of the road and branch line so to be constructed has been approximately ascertained to be about one hundred and forty-two miles, more or less, which said distance, at the rate of twenty-nine thousand seven hundred and fifty dollars, per mile, as aforesaid, would amount to the sum of four millions, two hundred and twenty-four thousand, five hundred dollars currency of Canada, ($4,224,500), exclusive of said extra work,

The Company hereby undertakes, promises and

binds itself to pay said last mentioned sum to the said Contractors, as follows:

Firstly.—In municipal bonds of the city of Montreal and in government debentures, at par, or in cash, as received from the corporation of the city of Montreal, the sum of not less than eight hundred thousand dollars ($800,000), together with the further sum of fifty thousand dollars ($50,000) when the Company shall be entitled to receive the same under the conditions of the Montreal city By-law. But if it should be necessary for the Company to expend the whole or any part of the said last mentioned sum in procuring the fulfilment of the conditions on which the same becomes payable, the Contractors shall have no claim to the amount which shall be so expended to the extent to which such expenditure is warranted by the terms of the said By-law.

Secondly.—In other municipal bonds at eighty, or twenty per cent discount, the sum of two hundred and forty-nine thousand dollars ($249,000), and as much more as the Company may be able to obtain, in bonuses or subscription of stock from municipalities at the same rate.

Thirdly.—In Company's bonds, at seventy-five per cent, or twenty-five per cent discount, for the balance required to complete the line, together with the amount of all extras which may be agreed on; but the total sum to be adjusted according as the line constructed is longer or shorter than one hundred and forty-two (142) miles. But the entire amount of bonds to be issued by the Company, for any cause whatever, having concurrent right of ranking with the bonds herein provided for, shall not exceed five million dollars ($5,000,000), together with fifteen thousand dollars ($15,000) per mile, for each and every mile, which shall hereafter be constructed by the Company west of Aylmer, in extension of the present line.

The bonds of the Company shall bear seven per cent interest, but the said Company shall be entitled to one-half of any net advance that may be realized

by the Contractors over and above the price at which they receive the said bonds from the Company.

The payments to be made by the Company to the Contractors in municipal or government bonds, or cash, as the work progresses, in accordance with the stipulations of the by-laws passed and to be passed by the City of Montreal and other municipalities, subject to the conditions therein provided, and in bonds of the Company as the work progresses, on the monthly estimates of the Engineer, based on a schedule of prices hereunto annexed and signed *ne varietur* by the said parties and the undersigned Notary; from which a deduction of ten per cent will be reserved in the hands of the Company until the said reservation amounts to the sum of one hundred thousand dollars ($100,000), to secure the completion of the contract till the road is completed; and on the final completion and delivery of all the said works to the Company, to the satisfaction of the Engineer, the sum so retained, to wit, one hundred thousand dollars ($100,000), shall be paid to the contractors within ten days after the engineer's final estimate shall have been made and received by the Company, but in case of failure by the Contractors to comply with and complete this contract, the said percentage, as well as all other monies and sums that may be due them at the time of such failure, shall be forfeited to and retained by the Company.

Provided always, that should the said Company neglect or refuse, either to grant, when legally required so to do, or to pay any such estimates, the Contractors shall be at liberty to suspend such work until such payment be made, and all damages accruing from such suspension shall be borne by the Company; the time for the completion of the work being further equally extended.

It is also agreed that no more first mortgage bonds shall be issued by the Company on the construction of the first division of the Montreal Northern Colonization Railway from Montreal to Alymer, with the branch line to St. Jerome, than those contemplated by this contract.

And the parties hereto, do further hereby covenant and agree as follows, to wit:—

Firstly,—That on the requisition of the Contractors, subject to the engineer's estimate, the said Company shall and will cause the bonds of the said Company to be prepared and issued and delivered to the Contractors; such bonds to be applied solely to procure funds for the prosecution of the said works.

Secondly,—That if any serious difficulties occur in the execution of the work, which at the time of the execution of the contract were not foreseen, and beyond the control of the said Contractors, then and in such case, such an extension of time shall be allowed as may be mutually agreed upon between the said Contractors and the said Company, provided such extension of time does not affect the stipulations of time mentioned in the several municipal by-laws passed in favor of the said Company, or in the Land Act, or in any of the acts hereinabove cited and referred to.

Thirdly,—All materials for the said work shall, before being used, be subjected to the inspection and approval of the Company's engineer; and if any materials disapproved of shall not be removed by the Contractors, when directed by the engineer, then the said engineer may cause the same to be removed at the cost, charges and risks of the Contractors, nor shall the preliminary inspection and approval of materials by the engineer for the purpose of his monthly estimates preclude the rejection of any such materials, if the same should, in his opinion, be unsound or unfit, when used or about to be used in the work.

Fourthly,—That if any engineer, overseer, mechanic or workman employed upon the said work shall be guilty of neglect, or improper conduct, or prove himself incompetent, the Contractors shall, upon the complaint and request of the engineer, dismiss such person from the works, and shall not employ him again thereon without the consent of the said

engineer; and if, after such complaint and request, the Contractors shall persist in employing upon the works any such person or persons, the said Contractors shall forfeit to the Company ten dollars ($10) currency, for each and every day after such complaint and request, and the sum so forfeited shall be stated in some subsequent estimate and certificate of the Company's engineer, and be charged against the Contractors as a payment on account.

Fiftly,—All work, during its progress, shall be subject to the supervision and inspection of the Company's engineer and shall be made to conform in every respect to the specifications and plans agreed upon, as herein is provided, and all bad or imperfect work shall be immediately removed, and the same rendered good and substantial to the satisfaction of the said engineer.

Sixthly,—All measurements herein and in the annexed specifications mentioned or referred to are understood to mean english measure.

Seventhly,—The lands for the said road shall, in no case, be of a less width than eighty feet, and of such a greater width as the nature and extent of the work may require, and shall be acquired, purchased and paid for by the Contractors as hereinbefore is provided, and shall, by the said Contractors, be conveyed over to the said Company by good titles from the several proprietors thereof; which titles or authentic copies thereof shall be deposited in the Company's office, at least, three months prior to the completion of the said railway. In addition to the above general width for the railway proper, the Contractors shall also acquirefor the use and services of the Company such extra width of land for deep cuts and embankments, also for borrowiug pits and gravel pits, and station purposes, as the engineer may require and direct, the titles for which will be transferred to the Company in the manner above directed; the said Company hereby giving the Contractors full power and authority to act in all matters respecting the purchasing and taking

possession of said lands as the lawful attorneys or agents of said Company and to enforce in the name of the said Company, but at the costs and charges of said Contractors, the powers conferred on the Company in virtue of the acts or statutes hereinbefore referred to.

Eighthly,—The Contractors shall be responsible for all damages or loss done or sustained in the course of the progress of the works, either to the works themselves, or to the materials provided for the same, by change of season, or by fire or flood, or by robbery, theft or otherwise, all of which shall be at the risk of the Contractors, and the Contractors shall hold the Company harmless and indemnified from all damages and trespasses caused by neglect or omission, of whatsoever nature done or committed by the Contractors or by any person in their employ or in the employ of any sub-contractor, to or upon any neighboring lands, orchards, gardens or other premises, in the course of the progress of the works, and the Company shall be entitled to charge to the Contractors all amounts paid by the Company from or by reason of the said neglect, omission or act, and to deduct the same as payments on account of this contract.

Ninthly,—All notices and instructions to the Contractors by the Company, or their engineer, or other engineers under him, shall be deemed to be sufficiently served and given, if the same be given to the Contractors, or either of them, personally, or be left at their principal office, or if the same be deposited in any post-office near the line of road, directed to the said Contractors at the city of Montreal, under the present name of their firm, but the Contractors may change the directions, notices or instructions to be sent through the post-office, by notifying the Company and their engineer respectively in writing of their desire for such change.

Tenthly,—The Contractors shall not, in any way, traffic in any description of spirituous or fermented liquors upon or in the vicinity of said works, and the vending and dispensing the same by other persons

shall be discountenanced by the Contractors by every means in their power.

Eleventhly,—Nothing contained herein shall be considered or construed as being comminatory, but shall be held to be absolute, without which these presents would not have been passed, nor as constituting or creating personal liability upon, or by the president and directors of the said Company, or either of them, towards said Contractors.

Twelfthly,—All matters in dispute between the parties hereto arising, or to arise out of, or connected with the contract, shall be left to arbitration and final award and decision of the Chief Engineer, as sole arbitrator; and in all cases, including those in which the Chief Engineer is hereby declared to be the referee in case the said Chief Engineer do not act, or one or either party is dissatisfied with his decision, then one arbitrator shall be chosen by the Company and another by the Contractors; and the said arbitrators may appoint a third, either before or after any difference of opinion between said two arbitrators, and the decision or award given by each arbitrator or arbitrators, or the majority of them shall be final and conclusive between the parties hereto, in all matters so in dispute, under a penalty of twenty-five per cent of the amount in dispute, to be paid by the party not accepting the decision of the arbitrators to the party accepting it, before the former one can take legal process to have such decision reversed.

In the event of the two parties not agreeing on the third arbitrator, the same shall be appointed by the Honorable the Commissioner of Public Works of the Dominion.

It is well understood between the said parties that these presents shall have effect only from and after the day that the said Contractors shall have furnished, in due form of law the securities (*cautions*) promised by them, and agreed to by the Company.

Thus done and passed at Montreal aforesaid, on the day, month and year herein above firstly written,

under the number fifteen hundred and thirty-four of the original deeds kept of record by the undersigned notary.

And after due reading hereof, all the above named parties, in their own name or in their said capacities, have signed these presents with the said notary; the seal of the said The Montreal Northern Colonization Railway Company having been affixed thereto.

[Signed] HUGH ALLAN, President,
E. LEF. DE BELLEFEUILLE,
Secretary-Treasurer,
DUNCAN MACDONALD,
H. ABBOTT,
LS. N. DUMOUCHEL, N. P.

[L. S.]

True copy hereof remaining of record in the undersigned notary's office.

[Signed] LS. N. DUMOUCHEL, N. P.

GENERAL SPECIFICATION
FOR THE CONSTRUCTION OF THE WORK.

1st. This specification refers to all works of construction required in making and building the railway known as The Montreal Northern Colonization Railway, from the harbor at the eastern end of the city of Montreal, to some suitable point of crossing the Back River above or in the neighborhood of Vinet's Bridge, at or in the neighborhood of Porteous crossing near Ste. Rose, Ste. Thérèse, Grenville and Hull, to the Village of Aylmer, all in the Province of Quebec, a total distance of about one hundred and twenty-eight miles, more or less, together with a branch line from Ste. Thérèse to St. Jérôme, of fourteen miles in length, more or less. It comprises clearing, close cutting, grubbing, fencing, excavation, embankment, draining, ditching, foundation works, bridge and culvert masonry, bridge superstructure, cattle guards, road and farm crossings, permanent way and ballasting, with rolling stock, a line of telegraph, with wire, posts, insulators and necessary apparatus for telegraphing, and all other works connected with the construction and completion of the line of the railway, together with land purchase, station freight and engine houses, wood sheds and water tanks, with the exception of the station buildings and station grounds, at the city of Montreal. The intention being that the contractors shall complete the road, with the above exceptions, in a manner equal, in every respect, to a first class railway, such, for instance, as the Great Western Railway of Canada.

Width of Land required.

The width of land required to be taken for the railway will be eighty feet, to furnish room for a double track when required—at certain points an additional quantity may be required to accommodate increased cuttings, for embankments, or for borrowing pits, or for gravel pits. Extra quantities will also be required at the various stations to furnish sites for the buildings, sheds, sidings and fuel ground. The extra quantity so required, in either or all of the foregoing cases, will be determined and marked off by the engineer.

2. Where the railway passes through wooded sections, the land must be cleared to the width of forty feet, on each side of the centre line, or to such greater or lesser width as the engineer shall direct; large trees existing exterior to the space cleared, and which might endanger the track by falling on it, will be cut down.

3. The clearing is to be done so that all the brush, logs, and other loose materials within its limits will be burnt—a sufficient quantity of fencing stuff, or suitable timber for ties, or other valuable wood may be reserved, cut into suitable lengths, and piled in such places as may be pointed out. The Contractors may also cut into cord wood such timber as may be suitable for the purpose, and pile the same in such places as may be directed by the engineer for safety from fire.

In no case shall any of the brush or logs be cast back upon the adjacent timber land; they must invariably be made into piles near the centre of the space to be cleared, and then entirely consumed; all brush or trees accidently or otherwise thrown into the adjacent woods must be dragged out and burned. The land, when cleared, must be left in a clean condition. The Contractors are to remove all wood and stone fences from within the railway limits, at their own cost.

Close Cutting.

4. Where embankments are to be formed, less than four feet, and more than two feet in height, all the standing timber and stumps must be chopped close to the ground, within the limits of the embankment, and burnt, but where the embankment exceeds four feet in height, chopping as for ordinary clearing will be allowed. In wet, swampy places, brushwood not less than eighteen inches in thickness must be properly laid as directed, to form foundations for the embankments, and in specially soft places, the base of the embankment will be formed of round cedar or tamarack, twenty-five feet long, and not less than eight inches diameter at the smaller end, laid close together, transversely with the line of the railway, and these overlaid with brushwood, placed lengthwise of the railway, having an average thickness of eighteen inches, and a uniform width of twenty feet.

5. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible, burned; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed, and then piled. The space to be occupied by side ditches will also be grubbed. Directions will be given at the proper time, as to the extent required to be cleared, close cut and grubbed.

Fencing.

The fencing will be of two kinds—1st., that known as post and board fence; and 2nd., rail fence with pickets and sills; each to be built as hereinafter described. The engineer shall decide the kind of fence to be used in the various localities, but for the most part, the rail fence will be used.

1st. Post and Board Fence.—This fence to consist of cedar posts not less than five inches in their least dimensions, and eight feet six inches long, planted three feet six inches in the ground and well packed

and rammed; the posts to be placed at intervals of from six to eight feet apart.

The boards to be of inch pine, (second quality,) hemlock or basswood, of the respective width of twelve, ten, eight, and six inches; each board to embrace two panels, and only two joints to occur on any post. The boards to be secured to the posts by three inch cut nails, six to each, and over the joints of the boards a ribbon of one inch pine, &c., three inches wide is to be properly nailed by four four inch cut nails, the ribbon to extend to the top of the post, and this fence to consist of four boards spaced as directed. The top of the posts to be cut off uniformly. In rocky ground where the post cannot be let in sufficiently deep, posts five feet six inches long to be used, and tenoned into cills four feet long, twelve inches wide and six inches thick, the tenons to be wedged on the underside of the sill, upon which will be properly fixed a spur or strut; the strut to be not less than three inches thick. The boards will be used as before mentioned as also the nails. The posts sills and struts must be of cedar.

2nd Class. This will consist of two posts to each panel, and a cap and sill which must in all cases be made of cedar. The six rails properly spaced with sawn square cedar blocks between each, securely fitted so as to raise the fence to the height required, the rails in all cases to be straight and sound; these may be made of suitable black ash, tamarack or cedar timbers, thirteen feet long and not less than four inches thick, or of a sectional area of twelve inches, sills to be four feet long, ten inches wide and six inches thick, and bored to receive posts, with a three inch augur. The caps to be two feet four inches long, eight inches wide and five inches thick, bored in same manner as sills. The posts or pickets to be of the necessary height required for each township, and to be not less than four inches in their least dimensions, or of a sectional area of fourteen inches, the ends to be neatly prepared and fitted truly to the mortices in the caps and sills. The posts to be

placed ten inches apart in the clear at the bottom, and eight inches in the clear at the top.

In all cases, the fencing must be built in strict accordance with the requirements of the by-laws of the respective townships and parishes in which the same are fixed, and must be kept uniform as to height and appearance, all stones, roots and other obstructions to be removed, and the ground properly levelled to receive the sills. All timber must be sound and suitable in all respects: all holes and depressions under the lower rail that would admit small animals must be stopped up, with earth, stones, or blocks of wood. The farm gates will be light and strong of an approved design, similar to those on the Great Western Railroad; they will be finished complete with proper fastenings, and receive two coats of white paint, or one coat of tar. Wherever bars are required for owners as directed by the engineer, strong and durable posts shall be set, and the rails of the fence shall be morticed firmly into them: good substantial bars shall be made to enter mortices in the same posts. At all public crossings the fence shall be carried at right angles with the railway to the respective ends of each cattle guard.

The Contractors will be required to take immediate steps to construct the fence along the line, or at such places as the engineer shall direct, and shall complete the whole with as little delay as possible.

Cattle Guards.

7. Cattle guards of wood or stone according to plans to be furnished by the engineer, shall be placed at all the level crossings.

Occupation Crossings.

8. Where side ditches occur at farm or occupation crossings, in the line of the gateways or bars, suitable bridges will be placed over the ditches, on either side of the track. These bridges may be made with a flooring of three-inch plank, supported on cross-

stringers of timber, and spiked or pinned thereto; or flatted timber may be used in place of the planks, and properly secured to the stringers, as the engineer may direct. At such places, where embankments or cuttings of the roadway occur, the approaches to the same from the occupation bridges will be graded in accordance with the directions of the engineer, so as to permit of an easy crossing of the railway being obtained.

Public Road Crossings.

9. At public road crossings, the approaches to the railway will be graded either in embankments or cuttings, to comply with the municipal requirements; suitable culverts for drainage, either across the railway or the public roads, will be constructed, in such manner as the engineer may direct; "Railway Crossing" sign-boards will also be erected at the intersection of the railway with each public road, in the same manner as on the Great Western Railway.

At certain places the line of the railway will be carried over the ordinary road by a bridge, or, on the other hand, the ordinary road may be carried over the railway by a bridge, ample space being left for the passage of locomotives or ordinary vehicles in either case.

Grading

10. In woodland the grading will not be commenced until the clearing, close cutting and grubbing required be completed, to the satisfaction of the engineer; and the contractors will be held responsible for all damage to crops.

11. The width of embankment at sub-grade or formation level is intended to be fifteen feet; the width of cuttings, as a general thing, will not be less than twenty feet, but they may vary according to the section of the country and other circumstances, as the engineer may direct; at stations and turn-outs the grading will be executed for a double track, of say thirty feet in width the entire length of the sidings

required, and also for any additional siding accommodation in connection with freight or wood sheds as may be indicated by the engineer. The slopes of earth work will be made one and a half horizontal to one perpendicular. In rock cuttings, should such occur, the slopes as a rule one horizontal to four perpendicular. In cuttings or embankments of sand slopes to be two feet horizontal to one perpenicular. In cuttings partly earth and partly rock, a berm of six feet shall be left on the surface of the rock. The widths, slopes and other dimensions above defined may be varied by the engineer at any time to suit circumstances.

12. The material to be placed in the embankments must be approved by the engineer, and in places where the natural surface of the ground upon which the embankment is to rest is covered with vegetable matter, which cannot be burned off in clearing, and which would, in the opinion of the engineer, impair the work, the same must be removed to his entire satisfaction.

All sloping ground covered with pasture shall be deeply ploughed over the base of the embankments, before the latter are commenced.

13. All side hill ground to be covered by embankments shall first be thoroughly underdrained, as the engineer may see expedient, and all cuttings after being formed, and all slopes likely to be affected by wet, must be similarly underdrained, longitudinally or transversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made: a trench will first be dug to a depth of four feet on an average, and barely wide enough for a man to stand. In the bottom of this trench three or four cedar or spruce poles, from two to three inches diameter, will first be laid by hand, and breaking joint; over the poles will then be placed two feet of coarse gravel or broken stones, not larger than ordinary road metal, over which will be placed a coating of brush, and then the trench will be filled up to the surface of the ground with such material

convenient to the place as the engineer may approve of. The Contractors must find all the material required in these drains, do all the work described, and remove the surplus earth. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water, and therefore may, in level cuttings, be deeper at one end than at the other; but the average depth in all cases may be considered four feet.

14. On the completion of the cuttings and the underdrains provided for in last clause, ditches for the removal of surface water shall be formed along each side at the bottom of the slopes, according to the directions to be given—catch-water ditches shall also be formed some distance back from the top of slopes to exclude from the excavation any water flowing from the adjoining lands; the contractor shall also construct all other drains and ditches which the engineer may deem necessary for the perfect drainage of the railway and works.

15. All open ditches in cuttings and elsewhere, and all excavations required for turning, making, or changing water courses, other than the underdrains above mentioned, the formation of public roads, grading depot grounds, branches or turnouts, and foundation pits for masonry must be excavated as may be from time to time directed, and the material deposited as ordered by the engineer.

16. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left at the completion of the contract at such heights, levels and forms as directed by the engineer.

17. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded and left from 6 to 8 inches lower at the sides than on the centre line. In rock cuttings it will be sufficient to form a water channel about two feet wide, and eight inches deep along each side. All materials found in excavations

whether in road bed, cuttings, ditches, water channels, road crossings, borrowing pits or elsewhere, must be deposited in such places as the engineer may direct. In cases where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cutting, or from side ditches along the railway or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express directions. All borrowing pits shall, if required by the engineer, be dressed to a good shape and properly drained. Where material to make embankments is taken from side ditches, a berm of at least five feet on one side, and twenty feet on the opposite side from the bottom of slope of embankment, shall remain untouched. The side ditches shall be excavated with the declivities for carrying off the water and with sides properly sloped, of not less than a foot and a half horizontal to one foot vertical of the depth. All stumps, roots and stones which would obstruct the free flow of the water must be removed therefrom. Ditches leading from the various culverts will be excavated to the side ditches, to admit the water to freely pass from one side of the railway to the other.

18. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the engineer may direct that the embankments be increased in width with the surplus material; when this is done to his satisfaction, the remainder, if any, may be wasted; but in every case where either borrowing or wasting is resorted to, the material must be taken and deposited as he may regulate and direct. Where the material in cuttings is of gravel fitted for ballasting, the engineer may direct such portion of the side slopes to remain unfinished, as he may think proper, in order to reserve it for ballasting the road when the permanent track is laid. In such cases the material required for making the adjacent embankment may be taken from side ditches or borrowing pits. When such occurs,

however, the road-bed for the track will be graded for its reception in the usual manner.

19. In cases where pitching or rip-rapping will be required for the protection of embankments contiguous to streams, all stones suitable for this work found in excavations may be removed and deposited in some convenient place, until required; and all good building stone which may be found in rock excavations may, with the approval of the engineer, be preserved and used in masonry.

20. Rip-rap work, whenever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed.

21. Roads constructed to and from any point on the line of railway, for the convenience of the Contractors, for the conveyance of material or otherwise, must be at their own risk, cost, and charges.

22. Whenever the line is intersected by public or private roads, the Contractors must keep open, at their own cost, convenient passing places, and they shall be held responsible for keeping all crossings during the progress of the work, in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just ground of complaint. Contractors will be held liable for any damages resulting from negligence on their part, or that of their men.

23. Where slips occur in cuttings, after they are properly formed, the material must be immediately removed by the Contractors, the slopes reformed, and such precaution adopted as the engineer may deem necessary, the whole work being done at the expense of the Contractors.

24. In forming embankments great care must be taken to place against the backs of all walls exposed to the action of the frost, three feet in thickness or any greater thickness that the engineer may direct, of rip-rap backing, consisting of small stones blinded

with spalls or coarse gravel, to prevent the retention of moisture, and the action of frost thereon—and in forming embankments between wing walls, against abutments of bridges, viaducts or culverts, and over arches, the earth filling must be carefully packed or punned in thin layers, and a proper quantity of material must be carefully placed equally against each side of, and over all bridges, culverts, or other work, before the embankment approaches it, and in forming embankments, the greatest care must be observed, and every precaution must be taken, to load the masonry of structures evenly.

25. In the event of the earth excavation being proceeded with in winter, no snow or ice must be placed in embankments, or allowed to be carried up in them, and all frozen earth must be excluded from the heart of the embankments.

26. The Contractors shall, at their own cost, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road bed, bridging, &c., in a creditable and workmanlike manner, in accordance with the directions, and to the satisfaction of the engineer.

Foundations.

27. Foundation pits must be sunk to such depths as the engineer may deem proper for the safety and permanency of the structure to be erected; they will in all cases be sunk to such depths as will prevent the masonry being acted on by the frost. The material therefrom will be deposited in embankment, unless the engineer direct otherwise: whenever timber or other artificial foundations may be found expedient, the pits will be made of sufficient dimensions to admit them without difficulty. Where rock foundations exist, for the abutments and piers of bridges, and beam culverts, the rocky bed will be

properly excavated and levelled off for the reception of the masonry, as the engineer may direct.

28. No masonry shall be commenced in any foundation pits, before they have been inspected and approved by the engineer, and they must be kept free from water, by suitable cofferdams during the progress of the work, until the masonry is brought above the level of the surface.

29. Foundation timbers, when required, will be of such dimensions, and of such kinds as the engineer may direct. The timber employed will be tamarack, hemlock, black spruce or pine, in planks from three to six inches, or timber flatted on two sides only, and ranging from six inches to twelve inches thick. The faces of the flattened timber will at least measure as much as its thickness, and the bark will be removed from the sides not flattened.

30. All spikes, bolts, straps, or other iron work found necessary to be used in timber foundations, or in the wooden superstructure of beam culverts or short span bridges, must be of the best quality of iron usually employed for similar purposes.

31. Whenever the engineer may direct piling to be done, the timber shall be in every respect sound, and of such description as he may approve; where he thinks it necessary, trial piles shall first be driven.

32. The piles shall be carefully and truly pointed, shod and hooped with iron as may be directed, they shall be driven to any depth the engineer may deem expedient, and the weight of the ram, as well as the fall, shall be such as he may consider necessary. The greatest care must be taken to drive the piles plumb, or battered in such positions and distances apart as he may direct. A pile that may be damaged or too short, or out of line when driven, shall be taken up and replaced by another; the heads of piles must not be injured in driving.

33. Whenever concrete is employed, it will be composed of hydraulic lime, clean sharp sand, and

good gravel of approved quality and proportion. The proportion of sand and lime will be the same as in mortar, and in making the concrete, a sufficient quantity will be used with the gravel to fill up every interstice, and render the mass when set, perfectly solid and compact.

Masonry.

34. All the masonry must be of a substantial and permanent character, made of durable and suitable materials, and in every respect equal to the best description of masonry in railway works.

35. The masonry shall not be started at any point before the foundation has been properly prepared; nor until it has been examined and approved by the engineer, nor until the Contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

36. Hydraulic lime mortar will be used unless otherwise directed, in building all masonry, from the foundations up to a line two feet above the ordinary level of the stream, it will also be used in turning arches, in laying girder beds, copings, covering of wells generally, and in lipping and in pointing. The hydraulic lime or concrete must be fresh ground, of the best brand, and it must be delivered on the ground and kept till used in good order. Before being used, satisfactory proof must be afforded to the engineer of its hydraulic properties, as no inferior cement will be allowed.

37. Lime mortar must be made of the best common lime, and will be employed in all masonry (except dry,) where cement is not directed to be used.

38. Both cement and lime must be thoroughly incorporated with approved proportions of clean, large grained, sharp sand. The general proportions may be one part of lime to two parts of sand, but this may be varied according to the quality of the

lime or cement. Mortar will only be made as required, and it must be prepared and used under the immediate direction and to the satisfaction of an inspector, by the Contractor's men, failing which the inspector may employ other men to prepare the mortar, and any expense incurred thereby shall be borne by the Contractor. Grout shall be formed by adding a sufficient quantity of water to well tempered and well proportioned mortar.

39. The stone used in all masonry on the line of railway must be of durable character, large, well proportioned and well adapted for the construction of substantial and permanent structures.

40. The masonry will be classified as follows:—

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allow this proportion, in which case they will pass through from front to back. Stretchers will have a minimum length in line of wall of thirty inches, and their breadth of bed will at least be one and a half times their height. The vertical joints in each course must be arranged so as to overlap those in the course below ten inches at least.

44. The quoins of abutments, piers, &c., shall be of the best and largest stone, and have chisel drafts properly tooled on the upright arris from two to six inches wide, according to the size and character of the structure.

45. Coping-stones, string-courses and cut-waters shall be neatly dressed, in accordance with the plans and directions to be furnished during the progress of the work.

46. The bed-stones for receiving the superstructure shall be of the best description of sound stone, free from drys or flaws of any kind; they must be not less than twelve inches in depth for the small bridges, and eight feet superficial area on the bed. The larger bridges will require bed-stones of proportionately greater weight; these stones shall be solidly and carefully placed in position, so that the bridge will sit fairly on the middle of the stones.

47. The backing will consist of flat bedded stone, well shaped, having an area of bed equal four superficial feet or more. Except in high piers or abutments, two thicknesses of backing stone, but not more, will be allowed in each course, and their joints must not exceed that of the face work. In special cases, where deemed necessary by the engineer to ensure stability, the backing shall be in one thickness; the beds must, if necessary, be scabbled off, so as to give a solid bearing. No pinning will be allowed. Between the backing and face stones there must be a good square joint not exceeding one inch in width, and the face-stones will be scabbled off to allow this. In walls over three feet in thickness, headers will be built in front and back walls

alternately, and great care must be taken in the arrangement of the joints, so as to give perfect bond.

48. Every stone must be set in a full bed of mortar, and beaten solid; the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

49. *Second class masonry* shall be built of good, sound, large, flat bedded stones, laid in horizontal beds. It may be known as random work, or broken coursed rubble. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less in thickness than eight inches, and they must be hammer-dressed, so as to give good beds with half-inch joints. In small structures, and in cases where stones of good size and thickness cannot be had, they may, if in other respects suitable, be admitted as thin as five inches. All stones must be laid on their natural beds.

50. Headers must be built in the wall from front and back, alternately, at least one in every five feet in line of wall, and frequently in the rise of wall. In the smaller structures headers shall not be less than twenty-four inches in length, and the minimum bed allowed for stretchers shall be twelve inches. In the larger structures all stones must be heavier in proper proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, and workmanlike finish.

51. Wing walls will generally be furnished with steps, formed of sound durable stone, and not less than from ten to twelve inches thick, and six feet superficial area. Other walls will be covered with coping of a similar thickness, and of seven feet or upwards superficial area. These coverings will be neatly dressed, when required, and as may be directed. The walls of the box culverts will be furnished with stones the full thickness of the wall, and the covers will be from ten to fifteen inches thick, according to the span; they must have a

bearing of at least twelve inches in each wall, and they must be fitted sufficiently close together to prevent earth falling through.

52. In second class masonry, except when dry work is intended, will be laid in full mortar, all joints flushed solid, and each course regularly and thoroughly grouted.

53. In all walls built in common lime, the exposed faces will have a four inch lipping of cement.

54. A distinction will be made between spans of twelve feet and upwards, and those of ten feet and under. The former will be of first-class masonry, and the latter, including box culverts, of second-class masonry. Centering, cofferdams, pumping and scaffolds of all kinds will be provided by the Contractors.

55. All masonry must be neatly and skilfully pointed, but if done out of season, or if from any other cause it may require re-pointing before the expiration of the contract, the Contractors must make good and complete the same at their own cost. Work left unfinished in the autumn must be properly protected during the winter, at their own risk and cost.

Miscellaneous Work.

56. After the masonry of a structure has been completed for a period of four or five weeks, the formation of the embankment around it may be proceeded with. The earth must be carefully punned in thin layers around the walls, and in this manner the filling must be carried up simultaneously on both sides. The Contractors must be extremely careful in forming the embankments around culverts and bridges, as they will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses from the bottom to the top of the embankment,

without loading one side of the masonry more than the other.

57. The bottoms of beam culverts will be paved with stones set on edge to a moderately even face, packed solid, and the interstices filled with grout of hydraulic cement. The paving to be from 12 to 16 inches deep. In box culverts flat flags may be used for the bottom, with the side walls resting on their upper faces.

58. In places indicated by the engineer, wood culverts may be used, or flatted cedar timber, according to plans to be furnished.

Bridge Superstructure.

All bridge and beam culverts of twenty feet span and under, will have timber superstructure of such form as may be directed, according to plans to be given and prepared, ready for the reception of the permanent way. The material to be of the best pine timber, free from shakes, knots or other imperfections. The iron in bolts, straps, &c., to be of the usual quality of iron for such purposes.

The bridges with spans extending twenty feet may be described as follows:

			feet
1st Branch of Ottawa, or River des Prairies—length of superstructure about			950
2nd " " River Mille Isles,		"	800
3rd River Aux Chiens,		"	100
4th River Rouge,	2 crossings	"	200
5th North River,		"	400
6th Calumet,		"	100
7th Rouge,		"	200
8th Salmon,		"	100
9th Nation,		"	250
10th Blanche,		"	100
11th Au Lievre,		"	300
12th Blanche,		"	100
13th Gatineau,		"	600
14th Several minor streams,		"	400

The superstruction of the bridges to span the foregoing rivers will be designed on the Howe Truss principle, of such spans and dimensions as may be

decided by the engineer, but ranging from 100 feet to 200 feet spans, with the usual laminated arches introduced in connection with the Truss, where spans are used from 150 feet and upwards. As a rule the superstructure of the bridges must be of sufficient strength to sustain a load of one ton to each foot lineal of the span, in addition to its own weight, giving a tensile strain on the lower chords not exceeding 800 pounds per square inch, and 10,000 pounds per square inch of sectional area of the iron rods.

If an improved system of superstructure be introduced, with the top and bottom chords of wrought iron, or its bottom cord of steel or iron wire, and vertical diagonal braces of wood, the chords must possess sufficient sectional area to sustain the weight of the superstructure and a moving load of one ton to each lineal foot of span, giving a tensile strain on the lower chord of not more than 10,000 lbs. to the square inch, and a compression strain on the top chords not exceeding 8,000 lbs. to the square inch.

The timber composing the bridges must be of the best quality of square edged white oak and white pine, perfectly sound and free from sap, shakes, loose or black knots, or any other symptom of decay, and sawed or hewed in a workmanlike manner so as to form sticks when hewed and seasoned, precisely of the sizes given in the drawings to be furnished. The kind, length, sizes, &c., of the timber of the different structures must conform to the bills furnished by the engineer, and the whole must be formed and put together, in the most accurate and skilful manner, so as to secure the whole strength of the timber.

The iron in the bridges will be of the best refined Staffordshire iron, properly and mechanically made up. The threads of the nuts and bolts, to be cut by machinery. All dimensions of bolts, straps, prisms, &c., to conform to those shewn in the drawings to be furnished by the engineer. All joints of the timber to be put together in white lead and oil. After completion, and when the timber has had time

to become thoroughly seasoned, the wood work and iron work of all the bridges to receive two coats of anti-septic and anti-corrosive paint of approved quality and color.

Detailed drawings of abutments and piers of all the bridges by the engineer, will be furnished, to which the Contractors will be required to conform.

In case the piers supporting the superstructure of the bridges over certain rivers are unprovided with ice breakers, on account of want of sufficient height, suitable ice-breakers will be obtained by placing wooden cribs with sloping sides and filled with stones, in front of each pier, but at some distance above. The timber of which the cribs are composed, will be strongly dovetailed, treenailed and rag-bolted together, particularly the sheeting of the exposed sloping portions. The cribs will be filled up to the top with stones, which must be packed around the cross ties, and under the sheeting. The timber to be of cedar and pine, in sticks of 12 inches square, counterhewn on the outside and neatly finished to the satisfaction of the engineer.

In putting in coffer-dams, in building the scaffolds or in doing other work in connection with the bridges, the Contractors must not interfere with the free passage of vessels, saw logs, timber, rafts, or of water to mills or factories, and in the event of creating damage in that respect they must be responsible to the parties so injured.

On the completion of the bridges or other mechanical structures, or buildings, all coffer-dams, scaffolds and rubbish must be removed by the Contractors, to the entire satisfaction of the engineer.

Permanent Way of Superstructure.

The gauge of the road will be four feet eight and one half inches. The rails will weigh at least sixty pounds to the yard and be fish-plated and secured to ties in the most approved and modern manner.

The iron rails shall be of the best quality of English or American manufacture, and of the form and pattern that may be decided upon by the engineer. The spikes, fish-plates, bolts, &c., shall be of the first quality of Staffordshire refined iron, and of approved dimensions and form.

Should steel rails be adopted, they will weigh 56 lbs. to the yard.

The ties may be of white ash, tamarack, oak, rock elm, or other suitable s[illegible]d wood—eight feet long, hewn or sawn on two parallel sides so as to give a width of eight inches face—with a thickness of seven inches, and entirely out of winding. The ties will be laid at right angles to the line of railway, and will be bedded in the ballast flush with the final grade of the road. They will be well rammed down to firm and continous bearing, and the tops dressed [illegible] a level and uniform surface to receive the rails. The ties will be laid two feet apart from centre to centre, or 2,640 per mile.

When required by the engineer, the rails shall be bent to correspond with the curve of the road, and all rails for tangent lines, before being laid permanently, shall be straightened and taken out of wind: side tracks are to be laid at the termini and way-stations. These tracks will be of such length as shall be directed by the engineer, and will not exceed in the aggregate length ten per cent of the length of the main line, to be furnished with the necessary frogs, points and crossings, switches, signal levers, wire-rope, &c., in a similar manner to those used in the Great Western Railway. The track to be laid under the guidance of the engineer or of persons appointed by him, and in strict accordance with the plans and instructions emanating from him. All condemned materials shall be removed from the track to such distance as shall be directed by the engineer, in order to prevent their being used in the work. No rails will be allowed to be laid in the permanent track that have been used by the Contractor, during construction, and injured in any respect.

Ballasting.

The material to be used for raising the road-bed to the final or full grade, or "ballasting the road," shall consist of coarse sand or free gravel, to be approved by the engineer before being used upon the road. When material suitable for the purpose occurs in the excavation for the road-bed, or in close proximity to the road, the ballasting is to be done previously to the track being laid, for a distance each way of half a mile from the point of construction. When fitting material is not to be had as above, the track is to be laid at "sub-grade," and well packed up with clay, &c., to prevent injury to the rails, and subsequently be raised to full grade level, the material for which will be hauled over the rail. In lifting the rail to full grade, care must be observed to make it conform to the levels given by the engineer, and to preserve perfect alignment. In curves, the outer rail will be elevated as directed and the ballast sloped and dressed off in a neat manner. The quantity of ballast to equal 2000 cubic yards per mile.

The rail will be at least one foot six inches above formation level and the top of the ballast ten feet in width with side slopes of one foot horizontal to one foot perpendicular.

Rolling Stock.

The following will be the Rolling Stock required :

6 Express Locomotive Engines,
10 Freight "
12 First Class Carriages,
30 Second-Class "
5 Express and Post Offices Carriages,
100 Freight Box Cars,
150 Platform Cars,
5 Snow Ploughs,
10 Hand Cars.

The above engines and carriages will be the best of their respective kinds, and constructed in accord-

ance with detailed drawings and specifications to be furnished to the Contractors.

Telegraph.

A telegraph line carrying a single wire will be built by the Contractors, the entire length of the line. The poles will be of cedar, with distance apart and depth in the ground similar in all respects to the Montreal Company's line: the wire, insulators, and working apparatus for each station will be complete in every respect for working.

General Clauses.

All materials intended to be used in the construction of the work in the foregoing specification, must be examined and approved by the engineer of the Company, before being used. The whole work to be done in a workmanlike manner subject to the constant supervision, inspection and acceptance of the engineer, or of some person appointed by him for that purpose. The engineer shall be the sole judge of the quality and quantity of the work, and his decision and admeasurement of the same shall be final and conclusive between the Railway Company and the Contractors. The term earth work shall comprise all excavations with the exception of solid rock and loose stones measuring one half of a cubic yard and upwards.

The details of the character, proportions and dimensions of the work will be represented upon the plans, sections and bills of quantities which will be from time to time furnished.

It is understood that the section of the railway at present in existence, is but an approximate one founded on the preliminary surveys in so far as they have extended. Some twenty-five miles in length from the Aylmer end in the direction of Montreal, have not yet been levelled over, but from examination, the country presents no engineering difficulties.

When the projected line is located on the ground, the profile or section then obtained for the centre line of railway to be built, may vary somewhat from the preliminary one now exhibited: the present proposed line may also be varied in localities, either to shorten the entire distance between Aylmer and Montreal, or, for the purpose of easing the grades. Between Ste. Thérèse and Grenville, the line may be carried *viâ* St. Andrews, or *viâ* Lachute, as may be determined by the Company. In the event of the first route being selected, a section of the Carillon and Grenville Railway will be adopted, and will require to be repaired and put in good condition by the Contractors. The track will be laid with new rails, and those now in use employed for sidings on the main line.

The prices mentioned in the Tender and Contract to cover the cost of executing the several items of work. Payments to be made monthly on the estimates of the engineer as the work progresses, less ten per cent, until the total of said percentage amounts to the sum of one hundred thousand dollars, which will be reserved by the Company to insure the completion of the contract. The Contractor will be held responsible for the good and substantial quality of the entire work, for a period of one year after the completion and delivery to the Company.

The work to be commenced immediately after signing the Contract, and completed on and before the first day of October, 1875.

CHARLES LEGGE,
Engineer-in-Chief, M. N. C. R.

Countersigned,

E. LEF. de BELLEFEUILLE,
Secretary, M. N. C. R.

MONTREAL, 15th March, 1873.

SCHEDULE OF PRICES

Tendered for the performance of the various descriptions of Work required in the construction of the MONTREAL NORTHERN COLONIZATION RAILWAY, *Montreal to Aylmer, including a Branch Line from Ste. Thérèse to St. Jérôme.*

DESCRIPTION OF WORK OR MATERIAL.	Entire Main Line. Montreal to Aylmer. Distance, 128 miles.	
	$	cts.
Land purchase, ... per acre	50	00
Engineering and Superintendance, cost of same.		
1. Clearing, close cutting and grubbing ..... per acre	50	00
2. Fencing ..... per 100 lineal feet	10	00
3. Earth excavation, embracing all classes except solid rock and boulders of ½ cube yard and upwards, including brush foundations, &c., &c. ..per cube yard	0	30
4. Rock excavation, including boulders from ½ cube yard and upwards ..... per cube yard		50
5. Rip Rap ..... per cube yard		00
6. Plank—Hemlock or Spruce, in work, per m feet, B.M.	18	00
7. Plank—Pine, in work ..... per m feet, B.M.	24	00
8. Pine Timber, in work ..... per cube foot	0	35
9. Hemlock or other Timber, in work ..... per cube foot	0	30
10. Piles not less than 12 inches diameter, driven and measured in work ..... per lineal foot	3	00
11. Timber in crib work ..... per lineal foot	0	25
12. Stones in crib work ..... per cube yard	1	50
13. Cast Iron in work ..... per lb.	0	10
14. Wrought Iron, including spikes, bolts, straps, &c., in work ..... per lb.	0	15
15. Concrete ..... per cube yard	5	00
16. First-class Masonry, in cement ..... per cube yard	15	00
17. First-class Masonry, in common lime ... per cube yard	12	00
18. Second-class Masonry, in cement ..... per cube yard	12	00
19. Second-class Masonry, in common lime, per cube yard	10	00
20. Second-class Masonry, dry ..... per cube yard	7	00
21. Paving ..... per cube yard	6	00
22. Wooden Truss Bridges, of 50 to 100 feet span, including all the iron and wood work required, with workmanship complete, per lineal foot of superstructure	35	00

SCHEDULE OF PRICES, &c.—*Continued.*

DESCRIPTION OF WORK OR MATERIAL.	Entire Main Line. Montreal to Aylmer. Distance, 128 miles.	
	$	cts.
23. Wooden Truss Bridges, from 100 to 150 feet span, including all the iron and wood work required, with laminated arches, with workmanship complete.....per lineal foot of superstructure	40	00
24. Wooden Truss Bridges, from 150 to 200 feet span, including all the iron and wood work required, with laminated arches, with workmanship complete.....per lineal foot of superstructure	45	00
25. Truss Bridges, with upper and lower chords of iron, from 50 to 100 feet span, per lineal foot of superstructure	45	00
26. Truss Bridges, with upper and lower chords of iron, from 100 to 150 feet span, including laminated arches.....per lineal foot of superstructure	55	00
27. Truss Bridges, with upper and lower chords of iron, from 150 to 200 feet span, including laminated arches.....per lineal foot of superstructure	65	00
28. Permanent way, including iron rails, chairs and spikes, fish-plates, ties, ballast, laying, &c., with all other materials, workmanship and expenses....per mile	10,000	00
29. Permanent way, including steel rails, ties, ballast, laying, &c., with all the materials, workmanship and expenses.....per mile	12,250	00
30. Extra ballast required for Carillon and Grenville road.....per cube yard	0	50
31. Taking up and relaying track, including spikes, fish-plates, &c., Carillon and Grenville Road, per mile	1,500	00
32. Extra ties for do.....each	0	40
33. Telegraph line, including all material and workmanship.....per mile	150	00

ROLLING STOCK.

	EACH.
	$
6 Express Locomotive Engines	12,000
10 Freight Locomotive Engines	11,000
12 First Class Carriages	2,400
30 Second Class Carriages	2,000
5 Express and Post Office Carriages	2,400
100 Freight Box Cars	1,000
150 Platform Cars	800
5 Snow Ploughs	2,000
10 Hand Cars	100

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